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सं. 50] नई दिल्ली, दिसम्बर 6-दिसम्बर 12, 2009, शनिवार/अग्रहायण 15-अग्रहायण 21, 1931
No. 50] NEW DELHI, DECEMBER 6-DECEMBER 12, 2009, SATURDAY/AGRAHAYANA 15-AGRAHAYANA 21, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 1 दिसम्बर, 2009

का.आ. 3322.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आंध्र प्रदेश राज्य सरकार, गृह (एससी.ए) विभाग की दिनांक 17 नवंबर, 2009 की अधिसूचना जी.ओ. एमएस. सं. 467 द्वारा प्राप्त सहमति से सीमा विवादों से संबंधित जांच/अन्वेषण, मैसर्स ओबुलापुरम माइनिंग कंपनी प्राइवेट लिमिटेड और अनंतपुर जिला (आंध्र प्रदेश) के बेलारी संरक्षित वनों में मैसर्स बेलारी आयरन-और प्राइवेट लिमिटेड के अवैध खदान क्रिया-कलापों और अन्य अपराधों के संबंध में तथा उसी संव्यवहार के अनुक्रम में किए गए उपर्युक्त गैर-कानूनी गतिविधियों के संबंध में किए गए प्रयासों, दुष्प्रेरणों और षडयंत्रों अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण आंध्र प्रदेश राज्य के सम्बन्ध में करती है।

[सं. 228/61/2009-ए वी डी-11]
चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 1st December, 2009

S.O. 3322.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Andhra Pradesh, Home (SC.A), Department vide Notification G.O. Ms. No. 467 dated 17th November, 2009, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Andhra Pradesh for enquiry/ investigation regarding boundary disputes, illegal mining activities and other related offences of M/s. Obulapuram Mining Company Private Limited and M/s Bellary Iron-Ore Private Limited in the Bellary Reserve Forest of Anantapur District (Andhra Pradesh) and attempts, abetments, and conspiracies in relation to or in connection with the offences relating to above mentioned illegal activities and any other offence(s), committed in the course of the same transaction or arising out of the same facts.

[No. 228/61/2009-AVD-II]
CHANDRA PRAKASH, Under Secy.

आयकर महानिदेशालय (अन्वेषण)

(आयकर विभाग)

चेन्नै, 26 अक्टूबर, 2009

आयकर अधिनियम 1961 की धारा 10(23ग) (vi) के तहत आदेश

का.अ. 3323.—आयकर नियम, 1962 के नियम 2गक के साथ पठित आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (vi) में प्रदत्त शक्तियों का प्रयोग करते हुए एस आर एम इन्स्टिट्यूट ऑफ साइन्स एण्ड टेक्नोलॉजी, सं. 3, वीरासामी स्ट्रीट, वेस्ट मम्बलम, चेन्नै - 600 033 (स्थाई लेखा संख्या ए ए डी टी एस 3688 के के) को वर्ष 2009-10 से उपरोक्त उप-खंड के प्रयोजन के लिए अनुमोदित किया जाता है जिनकी निम्नलिखित शर्तें होंगी।

2 (i) दिनांक 8-9-2009 के सुधार विलेख के अनुसार जिन प्रयोजनों के लिए इस न्यास की स्थापना हुई है, सिर्फ उन प्रयोजनों के लिए ही इस न्यास द्वारा अपनी आय का उपयोग किया जा सकता है अथवा संचित कर रखा जा सकता है और अधिनियम की धारा 10(23ग) के तीसरे परन्तुक के खण्ड (क) के अनुसार यदि उसकी आय के 15 प्रतिशत से ज्यादा रकम संचित की गयी तो ऐसे संचय करने की अवधि 5 सालों से ज्यादा नहीं होगी।

(ii) अधिनियम की धारा 10(23ग) के खण्ड (ख) के तीसरे परन्तुक के अनुसार किसी अवधि के लिए न्यास द्वारा जेवर या फर्नीचर के रूप में प्राप्त और उसी रूप में रखे हुए स्वैच्छिक अभिदाय के अलावा अन्य निधि का निवेश या निक्षेप अधिनियम की धारा 11 की उपधारा (5) में उल्लिखित किसी एक या अनेक स्वरूप या पद्धति के अलावा और अन्य स्वरूप या पद्धति में नहीं किया जाएगा।

(iii) अधिनियम की धारा 10(23ग) के दसवें परन्तुक के अनुसार न्यास अपने अभिलेखाओं को संपरीक्षा कराएगा और अधिनियम की धारा 139(4ग) के अनुसरण में अपनी आयकर विवरणी लेखा रिपोर्ट के साथ नियमित रूप से दाखिल करेगा।

(iv) न्यास के भंग होने या परिसमापन की स्थिति में उसका अधिशेष और उसकी संपत्ति एक ऐसी संस्था को ही दी जाएगी जो एक मात्र शिक्षा के उद्देश्य के लिए हो और किसी लाभार्जन के लिए न हो। इस रकम का कोई भी हिस्सा प्रत्यक्ष या परोक्ष रूप से न्यास के किसी न्यासी या किसी ऐसे अन्य व्यक्ति को नहीं जाएगा जिसका उल्लेख अधिनियम की धारा 13(3) में किया गया है।

(v) यह अनुमोदन किसी व्यापार, वाणिज्य, या कारोबार करने से अर्जित या किसी ऐसे व्यापार, वाणिज्य या कारोबार को सेवा प्रदान करने से हुई आय के संदर्भ में लागू नहीं होगा चाहे ऐसी गतिविधियों से प्राप्त आय का उपयोग, निवेश और संचयन का स्वरूप कुछ भी हो।

(vi) अधिनियम की धारा 115खखग के साथ पठित धारा 10(23ग) के पन्द्रहवें परन्तुक के प्रावधानों के अनुसार गुणनाम दान के संदर्भ में यह अनुमोदन लागू नहीं होगा।

3. यदि बाद में यह पता चलता है कि निर्धारित न्यास की आय का उपयोग उपर्युक्त अनुच्छेद 2(i) के उल्लंघन में हुआ हो अथवा उसकी निधि का निवेश या निक्षेप उपर्युक्त अनुच्छेद 2(ii) के विरुद्ध हुआ हो अथवा उसका कार्य या तो असली न हो या जिन शर्तों के अधीन न्यास को अनुमोदन प्रदान किया गया हो, उन सभी शर्तों या उनमें से किसी एक शर्त का पालन नहीं हुआ हो तब अधिनियम की धारा 10(23ग) के तेरहवें परन्तुक के अनुसार उपर्युक्त अनुमोदन को वापस लिया जा सकता है।

[फा.सं. 2097(1)/08-09]

कै. के. त्रिपाठी, आयकर महानिदेशक (अन्वेषण)

**DIRECTORATE GENERAL OF INCOME-TAX
(INVESTIGATION)**

(Income Tax Department)

Chennai, the 26th October, 2009

**Order Under Section 10(23C)(vi) of the Income-Tax Act,
1961**

S.O. 3323.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962, the SRM Institute of Science & Technology, No.3, Veerasamy Street, West Mambalam, Chennai—600033 [PAN: AADTS 3688KK] is hereby approved for the purpose of the said sub-clause from the assessment year 2009-10, subject to the following conditions:

2. (i) The trust shall apply its income or accumulate the same for application wholly and exclusively towards the objects for which it is established as per deed of rectification dated 8-09-2009 and, in case more than fifteen per cent of its income is accumulated, the period of accumulation of the same shall in no case exceed five year, as required in clause (a) of the third proviso to Section 10(23C) of the Act.
- (ii) The trust shall not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery or furniture) for any period otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 of the Act, as required in clause (b) of the third proviso to Section 10(23C) of the Act.
- (iii) The trust shall get its accounts audited in accordance with the tenth proviso to Section 10(23C) of the Act and regularly file its return along with the audit report in accordance with Section 139(4C) of the Act.
- (iv) In the event of dissolution or winding up of the trust, its surplus and assets shall be given to an organization which exists solely for educational purposes and not for purposes of profit and no

part of the same shall go directly or indirectly to any of the beneficiaries of the trust or any body specified in Section 13(3) of the Act.

- (v) This approval shall not apply in relation to any income from any activity in the nature of trade, commerce or business or rendering of any service in relation to trade, commerce or business irrespective of the nature of use or application or retention of income from such activity.
- (vi) The approval shall not apply in relation to anonymous donations in terms of the fifteenth proviso to Section 10(23C) r.w.s. 115BBC of the Act.

3. The above approval is liable to be withdrawn in accordance with the thirteenth proviso to Section 10(23C) of the Act, if it is subsequently found that the income of the assessee trust is applied in contravention of para 2(i) supra, or its funds are invested or deposited in contravention of para 2(ii) supra, or its activities are not genuine, or if they are not being carried out in accordance with all or any of the conditions subject to which the approval is granted.

[F.No.2097(1)/08-09]

K. K. TRIPATHY, Director General of Income-tax (Inv.)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

(बीमा प्रभाग)

नई दिल्ली, 1 दिसम्बर, 2009

का.आ. 3324.—जीवन बीमा निगम अधिनियम, 1956 (956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, ले.जनरल अरविन्द महाजन (सेवा निवृत्त) को अधिसूचना की तिथि से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय जीवन बीमा निगम के निदेशक मंडल में गैर-सरकारी सदस्य के रूप में नामित करती है।

[फा. सं. ए-15011/1/2007-बीमा III]

तरुण बजाज, संयुक्त सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

(Insurance Division)

New Delhi, the 1st December, 2009

S.O. 3324.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Lt. General. Arvind Mahajan (Retd.) as Non-Official Member on the Board of the Life Insurance Corporation of India for a period of three years from the date of Notification or until further orders, whichever is earlier.

[F.No.A-15011/1/2007-Ins.III]

TARUN BAJAJ, Jt. Secy.

नई दिल्ली, 4 दिसम्बर, 2009

का.आ. 3325.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970/1980 के खंड 8 के उपखंड (1) और तथा खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् केन्द्रीय सरकार, एतद्द्वारा, इलाहाबाद बैंक के मौजूदा कार्यपालक निदेशक श्री जे.पी. दुआ (जन्म तिथि 05-08-1952) को इलाहाबाद बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है। श्री जे. पी. दुआ की यह नियुक्ति उनके द्वारा पद का कार्यभार संभालने की तारीख से 31-08-2012 तक अर्थात् महीने के अंतिम दिन तक के लिए है जब वह अधिवृत्ति की आयु कर लेंगे अथवा अगले आदेश होने तक इनमें से जो पहले हो के लिए है।

[फा. सं. 9/12/2009-बीओ-1]

सुमिता डावरा, निदेशक

New Delhi, the 4th December, 2009

S.O. 3325.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri J.P. Dua (DoB: 05-08-1952) presently Executive Director, Allahabad Bank as Chairman and Managing Director, Allahabad Bank from the date of his taking over charge of the post and upto 31-08-2012 i.e. the last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier.

[F.No. 9/12/2009-BO-I]

SUMITA DAWRA, Director

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3326.—राजनयिक और कौंसिलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खण्ड (क) के अनुसरण में, केंद्र सरकार एतद्द्वारा श्री रामा शंकर सहायक को 26-11-2009 से भारत के कौंसलावास, सेंट पीटर्सबर्ग में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिनडिया, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 26th November, 2009

S.O. 3326.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Rama Shankar, Assistant in the

Consulate General of India, Saint Petersburg to perform the duties of Assistant Consular Officer with effect from 26th November, 2009.

[No. T.-4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 1 दिसम्बर, 2009

का.आ. 3327.—राजनयिक और कौंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खण्ड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री कुमार हनुमन्तु सहायक और श्री राजेश कुमार द्विवेदी वैयक्तिक सहायक को 01-12-2009 से भारत के प्रधान कौंसलावास, शंघाई में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी.-4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कौंसुलर)

New Delhi, the 1st December, 2009

S.O. 3327.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Kummara Hanumanthu, PA and Shri Rajesh Kumar Dwivedi, Assistant in the Consulate General of India, Shanghai to perform the duties of Assistant Consular Officers with effect from 1st December, 2009.

[No. T.-4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 30 नवम्बर, 2009

का.आ. 3328.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, डी/25-9-17, राजावरी स्ट्रीट, प्रथम तल, श्री शिवा ज्वैलर्स, मेन रोड, कुरुपम मार्केट के निकट, विशाखापत्तनम् - 530 001 को राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 में उपाबद्ध, अनुसूची में विनिर्दिष्ट खनिज और अयस्क, (ग्रुप-1) अर्थात् लौह अयस्क और मैंगनीज अयस्क, मैंगनीज डाइआक्साइड को छोड़कर उक्त खनिजों और अयस्कों के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन विशाखापत्तनम् में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :-

(i) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, विशाखापत्तनम् खनिज और अयस्क ग्रुप -1 (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देनी,

(ii) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, विशाखापत्तनम् इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

[फाइल सं. 4/7/2009-ईआई एण्ड ईपी]

किरण पुरी, निदेशक

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 30th November, 2009

S.O. 3328.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rule, 1964, the Central Government hereby recognises M/s. Superintendence Company of India Private Limited, D/25-9-17, Rajavari Street, 1st Floor, Sri Siva Jewellers, Main Road, Near Kurupam Market, Visakhapatnam 530001, as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the Notification of the Government of India, in the Ministry of Commerce notification S.O. 3975 dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Visakhapatnam, subject to the conditions, namely :-

(i) that M/s. Superintendence Company of India Private Limited, Visakhapatnam shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965; and

(ii) that M/s. Superintendence Company of India Private Limited, Visakhapatnam in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[File No. 4/7/2009-EI&EP]

KIRAN PURI, Director

नई दिल्ली, 30 नवम्बर, 2009

का.आ. 3329.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, 138, अनगप्पा नाइकेन स्ट्रीट चेन्नई-600 001. को राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 में उपाबद्ध, अनुसूची में विनिर्दिष्ट खनिज और अयस्क, (ग्रुप-1) अर्थात् लौह अयस्क और मैंगनीज अयस्क, मैंगनीज डाइआक्साइड को छोड़कर उक्त खनिजों और

अस्यकों के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन चेन्नई में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

(i) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, चेन्नई इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

(ii) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया प्राइवेट लिमिटेड, चेन्नई इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

[फाइल सं. 4/8/2009-ईआई एण्ड ईपी]

किरण पुरी, निदेशक

New Delhi, the 30th November, 2009

S.O. 3329.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Superintendence Company of India Private Limited, 138, Angappa Naicken Street, Chennai-600001, as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the Notification of the Government of India, in the Ministry of Commerce notification No. S.O. 3975 dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Chennai, subject to the following conditions, namely :—

(i) that M/s. Superintendence Company of India Private Limited, Chennai shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965; and

(ii) that M/s. Superintendence Company of India Private Limited, Chennai in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[File No. 4/8/2009-El&EP]

KIRAN PURI, Director

नई दिल्ली, 30 नवम्बर, 2009

का. आ. 3330.—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स चैतन्य जिओ-कैम, 3-143, सम्पथ निलाया, शान्ति नगर, हुडा रोड, होस्पेट-583201, बेल्लारी जिला (कर्नाटक) को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की

अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का. आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क (ग्रुप -1) अर्थात् लौह अयस्क और मैंगनीज अयस्क मैंगनीज डायक्साइड को छोड़कर होस्पेट में निर्यात से पूर्व निम्नलिखित शर्तों के अधीन उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है, अर्थात्:—

(i) मैसर्स चैतन्य जिओ-कैम, होस्पेट खनिज और अयस्क, ग्रुप -1 के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के उपनियम (4) के अधीन निरीक्षण के परिणामों की रिपोर्ट देने के लिए अपने द्वारा अपनाई गई पद्धति की जांच करने के लिए इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और

(ii) मैसर्स चैतन्य जिओ-कैम, होस्पेट इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फाइल सं. 4/9/2009-ईआई एंड ईपी]

किरण पुरी, निदेशक

New Delhi, the 30th November, 2009

S.O. 3330.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Chaithanya Geo Chem, 3-143, Sampath Nilaya, Shanthi Nagar, HUDA Road, HOSPET-583201, Bellary District (Karnataka) as an agency for a period of three years with effect from the date of publication of this notification in the Official Gazette, for inspection of Minerals and Ores (Group-I), namely, Iron Ore and Manganese Ore excluding Manganese Dioxide as specified in the Schedule annexed to the Notification of the Government of India, in the Ministry of Commerce, notification S.O. number 3975, dated the 20th December, 1965, prior to the export of the said Minerals and Ores at HOSPET, subject to the following conditions, namely:-

(i) that M/s Chaithanya Geo Chem, HOSPET shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group -I (Inspection) Rules, 1965; and

(ii) that M/s Chaithanya Geo Chem, HOSPET in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[File No. 4/9/2009-El&EP]

KIRAN PURI, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 5 नवम्बर, 2009

का.आ. 3331.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है, वह खे स्थापित हो गया है :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस/आईसी 60898-1 (2002) उच्च वोल्टता की प्रत्यावर्ती धारा के कान्टैक्टर और कान्टैक्ट आधारित मोटर स्टार्टर	आई एस 9046:1978 और आई एस 12661 (भाग 1):1988	31-3-2009

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, नागपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 08/टी-42]

आर. के. त्रेहन, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 5th November, 2009

S.O. 3331.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:—

SCHEDULE

Sl.No.	No. & Year of the Indian Standard	No. & Year of the Indian Standards if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1	IS/IEC 60470 : 2000 High voltage switchgear alternating current contactors and contactor-based motor starters	IS 9046 : 1978 And IS 12661 (Part 1) : 1988	31-3-2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 08/T-42]

R. K. TREHAN, Scientist-E & Head (Electrotechnical)

नई दिल्ली, 13 नवम्बर, 2009

का.आ. 3332.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है, वह स्थापित हो गया है :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईसी 60947-1: 2004 निम्नवोल्टता के स्विच गियर और नियंत्रण नियम भाग 1 सामान्य नियम	आई एस 13947 (भाग 1): 1993	1-2-2010

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध है।

[संदर्भ : ईटी 07/टी-52]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 13th November, 2009

S.O. 3332.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. & Year of the Indian Standard	No. & Year of the Indian Standards if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 60947-1 : 2004 Low voltage switchgear and Controlgear— Part 1 General rules	IS 13947 (Part 1): 1993	1-2-2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET07/T-52]

R. K. TREHAN, Sc-E & Head (Electro technical)

नई दिल्ली, 13 नवम्बर, 2009

का.आ. 3333—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है, वह स्थापित हो गया है :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईसी 60947-5-1: (2003) निम्नवोल्टता के स्विच गियर और नियंत्रण गियर भाग 5 परिपथ नियंत्रण उपकरण और स्विचिंग घटक खंड 1 विद्युत-यांत्रिक परिपथ नियंत्रण उपकरण	आई एस 13947 (भाग 5/खंड 1) 1990	1-2-2010

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुंबई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 07/टी-54]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 13th November, 2009

S.O. 3333.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl.No.	No. & Year of the Indian Standard	No. & Year of the Indian Standards if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 60947-5-1 : 2003 Low voltage switchgear and Controlgear Part 5 Control circuit devices and switching elements, Sec I Electromechanical control circuit devices	IS 13947 (Part 5/Sec 1): 1990	1-2-2010

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 07/T-54]

R. K. TREHAN, Sc.-E & Head (Electro technical)

नई दिल्ली, 19 नवम्बर, 2009

का.आ. 3334.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है, वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईसी 60079-5: 2004 विस्फोटी पर्यावरण : भाग 5 पाउडर भरित आवेष्टन "q" द्वारा उपकरण संरक्षण	-	30 जून, 2009
2.	आई एस/आईसी 61241-0: 2004 दहनशील धूल की उपस्थिति में प्रयोग होने वाले विद्युत के उपस्कर : भाग 0 सामान्य अपेक्षाएं	-	31 मई, 2009
3.	आई एस/आईसी 61241-2-3 : 1994 दहनशील धूल की उपस्थिति में प्रयोग होने वाले विद्युत के उपस्कर : भाग 2 परीक्षण पद्धतियाँ, अनुभाग 3 धूल/वायु मिश्रण की न्यूनतम प्रज्वलन ऊर्जा ज्ञात करने की पद्धति	-	30 अप्रैल, 2009

इस भारतीय मानकों की प्रतियाँ, भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 22/टी 60, टी-71, व टी-78]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 19th November, 2009

S.O. 3334.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies the Indian Standards particulars of which are given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl.No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS/IEC 60079-5: 2007 Explosive Atmospheres : Part 5 Equipment Protection by Powder Filling "q"	-	30 June, 2009
2.	IS/IEC 61241-0: 2004 Electrical Apparatus for Use in the Presence of Combustible Dust : Part 0 General Requirements	-	31 May 2009

(1)	(2)	(3)	(4)
3.	IS/IEC 61241-2-3 : 1994 Electrical Apparatus for use in the presence of Combustible Dust : Part 2 : Test Methods—Section 3 : Methods for Determining the Minimum Ignition Energy of Dust/Air Mixtures	-	30 April, 2009

Copies of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 22/T-60, T-71 & T-78]

R. K. TREHAN, Sc.-E & Head (Electro technical)

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3335.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15447 (भाग 2) : 2008 व्यापारिक विस्फोट हेतु विस्फोटक भाग 2 स्लरी/इमल्शन विस्फोटक - विशिष्ट	-	31 अक्टूबर 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 26/आई एस 15447 (भाग 2)।

ई. देवेन्द्र, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

New Delhi, the 26th November, 2009

S.O. 3335.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Standards, particulars of which is given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15447 (Part 2): 2008 Commercial Blasting Explosives Part 2 Slurry/ Emulsion Explosives- Specification	-	31 October 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 26/IS 15447 (Part 2)]

E. DEVENDAR, Scientist-'I' & Head (Chemical)

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3336.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 7554 : 2009 टो पफ और काउंटर स्टीफनर विशिष्ट (पहला पुनरीक्षण)	-	31 अगस्त 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 19/आई एस 7554]

ई. देवेन्द्र, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

New Delhi, the 26th November, 2009

S.O. 3336.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :-

SCHEDULE

Sl.No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 7554 : 2009 Toe Puff and Counter Stiffener-Specification (First Revision)	-	31 August 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 19/IS 7554]

E. DEVENDAR, Scientist-'I' & Head (Chemical)

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3337.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15864 : 2009 बहुरंगी-प्रक्रिया ऑफसेट मुद्रण के लिए स्याहियां - विशिष्ट	-	28 फरवरी, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 14/आई एस 15864]

ई. देवेन्द्र, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन)

New Delhi, the 26th November, 2009

S.O. 3337.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards hereby notifies that the Standards, particulars of which is given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15864 : 2009 Multicolour-process Offset Printing Inks - Specification	-	28 February, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CIID 14/IS 15864]

E. DEVENDAR, Scientist-'F' & Head (Chemical)

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3338.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 4658 : 1988 लेपित कागज एवं बोर्ड (आर्ट एवं क्रोमो)—विशिष्ट (पहला पुनरीक्षण)	संशोधन सं. 4, सितंबर, 2009	30 सितंबर, 2009
2.	आईएस 1774 : 1986 स्थाई एवं अर्ध-स्थायी रिकार्ड के कागजों की विशिष्ट (पहला पुनरीक्षण)	संशोधन सं. 4, सितंबर, 2009	30 सितंबर, 2009

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीएचडी 15/आईएस 4658, 1774]

ई. देवेन्द्र, वैज्ञानिक एफ एवं प्रमुख (रसायन)

New Delhi, the 26th November, 2009

S.O. 3338.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4658 : 1988 Specification for Coated paper and board (Art and Chromo) (First Revision)	Amendment No. 4 September, 2009	30 September, 2009
2.	IS 1774 : 1986 Specification for paper for permanent and semi-permanent Records (First Revision)	Amendment No. 4 September, 2009	30 September, 2009

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD/IS/IS 4658, 1774]

E. DEVENDAR, Scientist F & Head (Chemical)

नई दिल्ली, 2 दिसम्बर, 2009

का.आ. 3339.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 11552 : 2009 75 लीटर तक की क्षमता के द्रव नाइट्रोजन के आधान—विशिष्ट (पहला पुनरीक्षण)	संशोधन सं. 1, नवम्बर, 2009	30 नवम्बर, 2009
2.	आईएस 13258 : 1991 अल्प दाब द्रवणीय गैसों के लिए 5 लीटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर—उपयोग किए गए एल पी जी सिलिंडरों के पुनर्नवीन और निरीक्षण की रीति संहिता	संशोधन सं. 1, नवम्बर, 2009	01 दिसम्बर, 2009
3.	आईएस 15100 : 2001 मोटर वाहनों में प्रयुक्त स्थाई रूप से बने द्रवित पेट्रोलियम गैस आधानों के लिए बहुप्रकारात्मक वाल्व असेम्बली	संशोधन सं. 4, नवम्बर, 2009	01 दिसम्बर, 2009

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम.ई.डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक एफ एवं प्रमुख (मैकेनिक इंजीनियरिंग)

New Delhi, the 2nd December, 2009

S.O. 3339.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11552 : 2009 Liquid-nitrogen vessels of capacity up to 75 Litres—Specification (First Revision)	Amendment No. 1 November, 2009	30 November, 2009
2.	IS 13258 : 1991 Welded low carbon steel cylinders exceeding 5 litre water capacity for low pressure liquefiable gases—Code of practice for inspection and reconditioning of used LPG cylinders	Amendment No. 1 November, 2009	1 December, 2009
3.	IS 15100 : 2001 Multifunction valve assembly for permanently fixed Liquefied Petroleum Gas (LPG) containers for automotive use	Amendment No. 4 November, 2009	01 December, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MFD/G-2 : 1]

C. K. VEDA, Scientist F & Head (Mechanical Engineering)

नई दिल्ली, 2 दिसम्बर, 2009

का.आ. 3340.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानकों अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 2265 : 2009 संकेत के उद्देश्य के लिए जस्तीकृत इस्पात की काँटेदार लड़-विशिष्टि (दूसरा पुनरीक्षण)	आईएस 2265 : 1978 संकेत के उद्देश्य के लिए जस्तीकृत इस्पात की काँटेदार लड़-विशिष्टि (प्रथम पुनरीक्षण)	31 जुलाई, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एम. ई. डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 2nd December, 2009

S.O. 3340.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 2265 : 2009 Galvanized steel wire strand for signalling purposes— Specification (Second Revision)	IS 2265 : 1978 Galvanized steel wire strand for signalling purposes— Specification (First Revision)	31 July, 2009

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MED/G-2:1]

C. K. VEDA, Scientist F & Head (Mechanical Engineering)

नई दिल्ली, 3 दिसम्बर, 2009

का.आ. 3341.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक(कों) में संशोधन किया गया/किए गए हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15801 : 2008	1 जून, 2009	01-12-2009

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 3rd December, 2009

S.O. 3341.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15801:2008	1 June, 2009	01 December, 2009

Copy of this amendments is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref:CFD/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 3 दिसम्बर, 2009

का.आ. 3342.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय के अधीन भारतीय मानक ब्यूरो, नई दिल्ली के निम्नलिखित शाखा कार्यालय, जिनके 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :-

भारतीय मानक ब्यूरो,
दक्षिणी क्षेत्रीय कार्यालय,
सी आई टी, कैम्पस,
IV, क्रॉस रोड,
चेन्नई-600113

[संख्या ई-11012/3/2005-हिन्दी]

इन्दु अनिल, संयुक्त सचिव (रा.भा.)

New Delhi, the 3rd December, 2009

S.O. 3342.—In pursuance of Sub-Rule (4) of the Rule 10 of the Official languages (use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the following Branch Office of the Bureau of Indian Standards, New Delhi under the Ministry of Consumer Affairs, Food and Public Distribution where more than 80% of the staff have acquired working knowledge of Hindi.

Bureau of Indian Standards
South Regional Office CIT Campus,
IV, Cross Road, Chennai : 600113

[No. E-11012/3/2005-Hindi]

INDU ANIL, Jt. Director (O.L.)

नई दिल्ली, 4 दिसम्बर, 2009

का. आ. 3343.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1079 : 2009 तप्त बेल्लित कार्बन इस्पात की चादरें एवं पत्ती—विशिष्ट (छठा पुनरीक्षण)	आईएस 1079: 1994	01-02-2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम टीडी4/टी-5]

श्री पी. घोष, वैज्ञानिक 'ई' एवं प्रमुख (एमटीडी)

New Delhi, the 4th December, 2009

S.O. 3343.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1079 : 2009 Hot rolled carbon steel sheet and strip—Specification (Sixth revision)	IS 1079: 1994	01-02-2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 4/T-5]

SHRI P. GHOSH, Scientist 'E' & Head (MTD)

नई दिल्ली, 4 दिसम्बर, 2009

का. आ. 3344.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3951 (भाग 2) 2009 फर्श व छतों के लिये खोखली मिट्टी की टाइलें—विशिष्ट : भाग 2 संरचना (दूसरा पुनरीक्षण)	आईएस 3951 (भाग 2) : 1975	31 जुलाई, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 4th December, 2009

S.O. 3344.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3951 (Part 2): 2009 Hollow Clay Tiles for Floors and Roofs—Specification: Part 2 Structural Type (Second Revision)	IS 3951 (Part 2): 1975	31 July, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 4 दिसम्बर, 2009

का. आ. 3345.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं वे स्थापित हो गये हैं।

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	'आईएस 10262 : 2009 कंक्रीट मिश्र अनुपातन : मार्गदर्शी सिद्धांत (पहला पुनरीक्षण)'	—	31 जुलाई, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 4th December, 2009

S.O. 3345.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established and Title	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of established
---------	--	---	---------------------

(1)	(2)	(3)	(4)
1.	'IS 10262 : 2009 Concrete Mix Proportioning—Guidelines (First Revision)'	—	31 July, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 4 दिसम्बर, 2009

का. आ. 3346.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस/आईसी 60529 : 2001 आवेष्टकों से मिलने वाली सुरक्षा की कोटी (आई पी कोड)	आई एस 12063 : 1987	30-06-2009

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 01/टी-83]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 4th December, 2009

S.O. 3346.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards is particulars of which is given in the Schedule hereto annexed has been issued to the Indian Standards :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/IEC 60529 : 2001 Degrees of Protection provided by enclosures (IP CODE)	IS 12063 : 1987	30-06-2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET/01/T-83]

R. K. TREHAN, Scientist 'E' & Head (Electro technical)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 2 दिसम्बर, 2009

का. आ. 3347.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने के लिए भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर - 751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - भुवनेश्वर	जिला - खोर्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
कल्याणपुरसासन	716	00	05	24
	709	00	02	49
	710	00	07	69
	713	00	00	89
	706	00	00	39
	712	00	00	10
	697	00	01	91
	696	00	02	78
	690	00	02	31
	689	00	02	09
	430	00	03	68
	431	00	04	73
	429	00	06	42
	427	00	02	26
	426	00	04	50

तहसील - भुवनेस्वर	जिला - खोर्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	807	00	00	16
	423	00	01	87
	422	00	06	48
	810	00	00	77
	809	00	00	56
	808	00	00	71
	416	00	05	70
	421	00	01	48
	415	00	00	10
	417	00	03	05
	418	00	06	54
	403	00	15	33
	402	00	02	18
	252	00	00	72
	251	00	07	14
	250	00	02	91
	249	00	05	15
	243	00	04	13
	205	00	00	10
	204	00	16	83
	203	00	06	11
	201	00	00	65
	200	00	00	24
	198	00	00	54
	194	00	02	49
	195	00	00	10
	174	00	02	19
	175	00	08	06
	172	00	20	44
	171	00	00	49
टिकरपडा	81	00	13	44
	80	00	02	38
	17	00	11	93
	14	00	05	50
	16	00	01	02

Ministry of Petroleum and Natural Gas

New Delhi, the 2nd December, 2009

S. O. 3347.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), "Paradip - New Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - New Sambalpur - Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : BHUBANESWAR		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
KALYANPURSASAN	716	00	05	24	
	709	00	02	49	
	710	00	07	69	
	713	00	00	89	
	706	00	00	39	
	712	00	00	10	
	697	00	01	91	
	696	00	02	78	
	690	00	02	31	
	689	00	02	09	
	430	00	03	68	
	431	00	04	73	
	429	00	06	42	
	427	00	02	26	
	426	00	04	50	
	807	00	00	16	
	423	00	01	87	

Tehsil : BHUBANESWAR		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	422	00	06	48	
	810	00	00	77	
	809	00	00	56	
	808	00	00	71	
	416	00	05	70	
	421	00	01	48	
	415	00	00	10	
	417	00	03	05	
	418	00	06	54	
	403	00	15	33	
	402	00	02	18	
	252	00	00	72	
	251	00	07	14	
	250	00	02	91	
	249	00	05	15	
	243	00	04	13	
	205	00	00	10	
	204	00	16	83	
	203	00	06	11	
	201	00	00	65	
	200	00	00	24	
	198	00	00	54	
	194	00	02	49	
	195	00	00	10	
	174	00	02	19	
	175	00	08	06	
	172	00	20	44	
	171	00	00	49	
TIKARPADA	81	00	13	44	
	80	00	02	38	
	17	00	11	93	
	14	00	05	50	
	16	00	01	02	

नई दिल्ली, 2 दिसम्बर, 2009

का. आ. 3348.— केन्द्रीय सरकार को लोकाहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने के लिए भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर - 751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
काजिआमा	404	00	07	83
	405	00	04	24
	406	00	02	90
	407	00	14	62
	408	00	04	80
	409	00	02	92
	424	00	01	37
	421	00	07	84
	416	00	15	35
	417	00	08	90
	355	00	06	99
	356	00	14	27
	506	00	06	47
	360	00	02	18
	361	00	07	41

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	332	00	10	15
	331	00	04	72
	330	00	07	16
	329	00	03	59
	328	00	07	79
	325	00	00	52
	326	00	03	06
	318	00	07	80
	324	00	00	51
	319	00	04	73
	314	00	05	71
	315	00	00	63
	316	00	00	81
	502	00	05	90
	312	00	01	73
	311	00	01	43
	307	00	02	04
	304	00	02	41
	303	00	03	33
	301	00	07	44
	302	00	00	15
	300	00	01	65
	468	00	00	78
	284	00	14	39
	290	00	01	02
	495	00	02	24
	287	00	13	11
	288	00	01	20
	289	00	00	10
	277	00	14	30
	274	00	00	71
	276	00	05	39
मुकुन्दप्रसाद	462	00	02	95
	351	00	05	29
कुम्भारवस्त	1914	00	05	04
	1915	00	01	10
	1913	00	06	87
	1911	00	02	78

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1910	00	03	11
	1897	00	00	10
	2069	00	08	67
	1895	00	04	06
	1889	00	05	85
	1888	00	07	24
	1884	00	02	98
	1874	00	03	71
	1873	00	02	91
	1869	00	00	99
	1870	00	02	40
	1843	00	04	02
	1842	00	03	69
	1837	00	04	36
	1835	00	03	05
	1836	00	01	04
	1829	00	01	98
	1831	00	02	07
	1830	00	03	14
	1827	00	02	96
	1804	00	00	99
	1805	00	01	18
	1825	00	02	36
	1824	00	04	17
	1822	00	00	44
	1823	00	04	08
	1816	00	04	42
	1812	00	03	64
	1813	00	04	06
	1756	00	05	26
	1749	00	04	80
	1746	00	03	66
	1747	00	00	83
	1735	00	04	31
	1734	00	04	34
	1712	00	05	33

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1711	00	01	11
	1710	00	02	52
	1227	00	02	57
	1229	00	02	08
	1701	00	00	20
	1230	00	02	84
	1231	00	02	42
	1691	00	01	48
	1690	00	00	32
	1234	00	04	14
	1237	00	04	03
	1238	00	02	27
	1246	00	03	66
	1239	00	05	66
	1241	00	05	49
	1937	00	01	91
	2058	00	05	74
	1626	00	04	84
	1614	00	16	95
	1963	00	00	10
	1612	00	00	28
	1616	00	05	09
	1611	00	07	38
	1610	00	15	55
	1602	00	00	15
	1599	00	02	07
गुरुजंग	1247	00	01	91
	1202	00	01	35
	1246	00	00	10
	1245	00	13	75

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1244	00	07	88
	1242	00	00	76
	1203	00	13	14
	1204	00	00	81
	1205	00	00	10
	1207	00	05	17
	1208	00	08	08
	1211	00	00	10
	1194	00	11	67
	1762	00	00	88
	1195	00	06	65
	1197	00	00	10
	1196	00	06	50
	1192	00	01	25
	1139	00	00	68
	1190	00	07	15
	1145	00	05	31
	1189	00	02	73
	1146	00	05	08
	1149	00	05	21
	1148	00	12	68
	1103	00	04	58
	1152	00	03	33
	1102	00	03	87
	1101	00	00	79
	1098	00	14	49
	1099	00	00	10
	1097	00	01	71
	1096	00	04	94
	1053	00	00	97

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
उइलकिनसननगर	1800	00	02	28
	1081	00	06	61
	1080	00	04	27
	1079	00	07	75
	560	00	11	25
	558	00	05	34
	551	00	00	55
	556	00	01	78
	552	00	01	77
	555	00	01	62
	554	00	01	54
	545	00	09	40
	546	00	11	69
	902	00	01	67
	539	00	07	31
	530	00	04	83
	532	00	04	25
	533	00	06	93
	534	00	09	45
	536	00	08	58
	508	00	11	21
	504	00	10	58
	502	00	06	08
	500	00	00	75
	790	00	00	77
टागिआपडा	925	00	03	48
	725	00	00	10
	726	00	01	95
	727	00	01	80
	729	00	03	28

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	730	00	02	29
	731	00	02	91
	734	00	03	26
	733	00	03	77
	717	00	08	77
	875	00	02	65
	715	00	03	29
	713	00	04	74
	712	00	11	61
	746	00	07	24
	747	00	06	51
	753	00	03	95
	754	00	12	51
	763	00	07	81
	764	00	01	39
	765	00	03	33
	766	00	06	77
	778	00	01	51
	678	00	00	77
	686	00	06	40
	681	00	05	56
	680	00	06	44
	675	00	01	82
	674	00	01	40
	676	00	05	62
	937	00	04	65
	928	00	05	80
	672	00	03	69
	890	00	02	67
	669	00	01	56

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	668	00	02	10
	877	00	07	00
	617	00	00	10
	616	00	00	73
	614	00	03	99
	615	00	00	10
	613	00	01	52
	378	00	10	82
	610	00	00	11
	379	00	06	89
	609	00	00	10
	380	00	07	78
	383	00	08	05
	382	00	01	89
	381	00	00	10
	539	00	03	30
	384	00	00	90
	587	00	13	68
	584	00	07	23
	583	00	05	40
	582	00	03	02
	580	00	06	19
	578	00	04	02
	577	00	00	28
	576	00	06	31
	411	00	00	63
	413	00	11	26
	414	00	01	43
	887	00	05	06
	422	00	08	14

तहसील - खोन्दा	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	423	00	01	93
	362	00	01	82
	349	00	04	60
	435	00	00	10
	350	00	00	45
	348	00	13	44
	347	00	03	16
	346	00	05	69
	345	00	02	37
	342	00	01	82
	343	00	02	05
	344	00	00	18
	326	00	07	60
	440	00	01	62
	439	00	00	37
	438	00	00	10
	441	00	15	03
	325	00	03	34
	323	00	00	10
पाइकतिगिरिआ	955	00	05	02
	964	00	01	23
	963	00	07	76
	956	00	00	15
	957	00	06	53
	958	00	00	56
	959	00	09	08
	960	00	00	10
	945	00	09	00
	946	00	00	20
	944	00	05	23

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	943	00	01	74
	939	00	00	76
	940	00	07	50
	936	00	06	69
	925	00	13	72
	1498	00	00	35
	926	00	05	28
	927	00	00	45
	889	00	26	26
	924	00	00	88
	887	00	00	34
	888	00	09	64
	872	00	11	52
	875	00	00	41
	874	00	04	95
	873	00	02	25
	818	00	06	03
	820	00	05	06
	843	00	00	20
	821	00	06	04
	822	00	08	96
	823	00	06	15
	835	00	02	34
	824	00	05	88
	833	00	02	79
	829	00	00	59
	830	00	06	21
	760	00	00	82
	1429	00	05	11
	759	00	00	48

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	491	00	05	69
	1489	00	00	10
	492	00	10	83
	493	00	10	05
	176	00	00	60
	1425	00	04	70
	495	00	01	08
	175	00	04	76
	496	00	00	10
	174	00	06	21
	173	00	05	17
	172	00	00	68
	118	00	06	92
	119	00	05	50
	122	00	03	34
	1495	00	05	89
	102	00	06	26
	103	00	02	55
	104	00	02	62
	105	00	00	12
	91	00	07	22
	57	00	05	97
	58	00	00	10
	59	00	04	19
	33	00	04	20
	60	00	00	28
	62	00	02	69
	32	00	00	91
	34	00	01	10
	31	00	09	33

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	35	00	00	28
	7	00	08	18
	30	00	00	16
	13	00	00	28
	20	00	02	60
	1485	00	06	23
	19	00	00	14
	16	00	00	10
	18	00	04	18
	17	00	06	05
होसेनपुर	6	00	11	58
	10	00	00	26
	9	00	08	89
	8	00	02	30
	7	00	02	22
	5	00	03	58
	4	00	12	06
	1	00	06	68
महारथापुर	51	00	09	72
	49	00	00	62
ठाकुरपडा	661	00	05	80
	655	00	05	53
	656	00	00	82
	653	00	05	75
	654	00	00	20
	652	00	00	45
	479	00	09	17
	482	00	09	46
	481	00	00	10
	483	00	00	41

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	484	00	02	23
	485	00	01	13
	486	00	00	10
	488	00	03	42
	489	00	06	48
	490	00	00	88
	469	00	01	20
	424	00	05	44
	425	00	04	99
	426	00	00	20
	464	00	08	62
	429	00	01	87
	462	00	00	20
	430	00	07	43
	439	00	00	16
	431	00	05	79
	438	00	00	42
	432	00	01	95
	433	00	01	17
	434	00	04	31
	435	00	06	99
	436	00	04	49
	414	00	00	10
	415	00	04	47
	362	00	07	32
	416	00	00	21
	361	00	00	55
	363	00	05	18
	364	00	03	02
	359	00	00	14

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	365	00	01	03
	263	00	20	50
	261	00	01	20
	260	00	02	73
	259	00	02	53
	258	00	02	27
	257	00	00	20
	256	00	03	90
	255	00	03	30
	243	00	03	52
	245	00	02	60
	244	00	07	60
	234	00	03	68
	247	00	00	20
	235	00	00	56
	233	00	09	04
	231	00	07	67
	232	00	02	88
	225	00	00	11
	223	00	01	47
बिकुडिआ	1181	00	05	31
	1102	00	01	88
	1103	00	07	73
	1177	00	03	98
	1178	00	06	19
	1179	00	05	54
	1180	00	03	25
	1190	00	00	30
	1191	00	05	75
	1193	00	07	57

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
नूआपडा	1194	00	08	00
	1195	00	04	54
	1185	00	09	56
	1184	00	02	19
	1555	00	08	30
	1554	00	19	40
	1552	00	21	10
	1539	00	08	50
	1538	00	00	86
	1541	00	06	36
	1542	00	08	83
	1545	00	13	57
	1544	00	01	80
	1243	00	03	88
	1244	00	14	30
	1242	00	00	20
	1241	00	01	75
	1236	00	01	00
	1240	00	08	70
	1239	00	00	78
	1238	00	05	26
	1175	00	04	39
	1174	00	04	80
	311	00	03	20
	312	00	17	10
	313	00	02	70
	310	00	08	50
	309	00	04	90
	317	00	04	95
	318	00	04	20

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	319	00	01	75
	320	00	06	66
	335	00	00	50
	297	00	01	10
	285	00	04	72
	284	00	05	90
	286	00	02	60
	283	00	03	10
	275	00	09	70
	276	00	00	35
	274	00	00	88
	273	00	14	70
	272	00	05	13
	266	00	05	85
	200	00	00	20
	203	00	07	15
	265	00	00	10
	264	00	04	72
	207	00	06	45
	205	00	01	20
	211	00	05	05
	82	00	04	10
	80	00	00	30
	81	00	04	45
	79	00	06	26
	63	00	02	80
	64	00	08	10
	65	00	01	26
	66	00	13	00
	56	00	00	10

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	67	00	01	45
	52	00	04	40
दिव्यसिंह प्रसाद	66	00	00	94
	67	00	01	79
मुक्तापुर	276	00	06	96
	275	00	16	76
	252	00	07	08
	251	00	00	10
	274	00	00	20
	253	00	02	71
	255	00	01	13
	254	00	03	22
	244	00	04	12
	243	00	05	09
	242	00	00	10
	232	00	02	19
	233	00	02	83
	234	00	07	14
	236	00	01	03
	235	00	03	70
	211	00	01	75
	210	00	07	05
बाघेइटागिं	1094	00	00	80
	1093	00	04	58
	1092	00	05	21
	966	00	07	14
	1067	00	05	07
	1063	00	06	07
	1064	00	02	09
	1065	00	05	38

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एघर	वर्ग मीटर
1	2	3	4	5
	1062	00	00	10
	1057	00	08	25
	1058	00	00	10
	1056	00	06	83
	1055	00	06	49
	1073	00	03	71
	1024	00	07	89
	1022	00	13	26
	1023	00	03	82
	1025	00	08	52
	1019	00	00	23
	1258	00	00	10
	1026	00	00	69
	1018	00	11	57
	1017	00	02	38
बालिसाहि	1361	00	00	97
	1360	00	05	15
	1359	00	09	41
	1365	00	01	36
	1367	00	03	11
	1368	00	05	70
	1369	00	01	80
	1357	00	01	46
	1353	00	07	34
	1351	00	02	48
	1282	00	00	67
	1283	00	05	64
	1285	00	03	21
	1284	00	07	78
	1292	00	01	76

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1293	00	03	84
	1278	00	02	20
	1279	00	00	20
	1280	00	01	49
	1294	00	00	20
	1277	00	05	02
	1263	00	02	85
	1276	00	00	10
	1271	00	00	10
	1270	00	08	35
	1265	00	00	10
	1269	00	04	44
	1266	00	01	89
	1267	00	04	04
	1268	00	00	18
	1229	00	08	48
	1225	00	00	10
	1230	00	00	31
	1224	00	02	35
	1219	00	01	50
	1231	00	00	20
	1210	00	01	04
	763	00	12	61
	762	00	11	14
	761	00	07	63
	1216	00	00	10
	754	00	02	57
	753	00	05	03
	750	00	06	83
	751	00	01	70

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	752	00	05	24
	742	00	00	20
	743	00	00	31
	749	00	02	63
	748	00	02	73
	747	00	00	65
	746	00	00	74
	745	00	05	11
	744	00	03	29
बसन्त	2055	00	15	84
	2052	00	16	39
	2049	00	08	01
	2046	00	05	65
	1846	00	25	82
	1850	00	20	49
	1901	00	00	10
	1900	00	04	65
	1887	00	04	27
	1888	00	01	48
	1889	00	06	89
	1890	00	00	10
	1885	00	00	16
	1883	00	00	82
	1338	00	19	15
	1339	00	04	40
	1340	00	00	20
	1355	00	08	68
	1464	00	00	34
	1356	00	04	77
	1357	00	02	84

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1358	00	01	94
	1461	00	04	90
	1459	00	03	82
	1436	00	04	97
	1441	00	02	51
	1440	00	02	85
	1437	00	00	20
	1442	00	00	20
	1438	00	06	98
	1439	00	00	80
	1416	00	00	18
	1414	00	01	66
	1413	00	03	88
	1448	00	00	26
	1412	00	05	02
	1411	00	00	64
	1407	00	17	98
	1404	00	01	12
	1403	00	08	89
ब्राह्मणबेरेणी	922	00	02	19
	921	00	08	87
	920	00	13	52
	918	00	00	76
	919	00	04	75
	889	00	05	80
	890	00	02	45
	888	00	01	75
	891	00	03	81
	892	00	02	27
	893	00	02	87

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	894	00	08	23
	895	00	05	65
	896	00	08	17
	864	00	01	56
	863	00	01	10
	932	00	03	67
	703	00	01	18
	702	00	00	10
	704	00	09	13
	705	00	00	20
	358	00	02	27
	357	00	02	34
	356	00	04	40
	354	00	00	20
	355	00	06	87
	353	00	02	10
	368	00	04	13
	373	00	03	56
	374	00	00	59
	372	00	00	21
	377	00	09	86
	332	00	00	28
	379	00	00	56
	378	00	12	21
	331	00	16	10
	1496	00	16	59
हाटसाहि	305	00	02	43
	306	00	01	98
	307	00	07	71
	304	00	00	38

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	309	00	00	20
	310	00	08	47
	302	00	00	37
	313	00	01	34
	311	00	14	33
	975	00	00	20
	974	00	00	59
	312	00	01	30
	405	00	01	87
	406	00	06	59
	407	00	00	10
	424	00	05	77
	408	00	01	56
	423	00	03	52
	422	00	03	55
	421	00	02	23
	420	00	00	27
	419	00	01	21
	418	00	00	10
	412	00	01	83
	504	00	04	75
	503	00	05	32
	492	00	10	34
	491	00	05	31
	490	00	03	25
	489	00	03	21
	925	00	00	13
	480	00	09	37
	476	00	03	44
	475	00	10	66

तहसील - खोर्दा	जिला - खोर्दा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
कुआपुट	478	00	00	20
	469	00	02	12
	3063	00	04	17
	3064	00	04	30
	3073	00	08	59
	3072	00	00	55
	3044	00	01	29
	3039	00	11	96
	3037	00	00	97
	3040	00	05	21
	3041	00	00	10
	3035	00	04	07
	3034	00	01	50
	3000	00	01	61
	2997	00	02	54
	2998	00	00	63
	2996	00	03	09
	2995	00	01	65
	2990	00	00	20
	2988	00	02	14
	2989	00	02	40
	2987	00	01	13
	2986	00	04	68
	2985	00	02	02
	3148	00	00	20
	2984	00	01	05
	2983	00	05	58
	2980	00	07	74
	2978	00	08	10
	2977	00	00	20

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	2745	00	02	88
	2769	00	01	00
	2746	00	01	21
	2747	00	00	20
	2768	00	00	35
	2755	00	00	60
	2749	00	03	03
	2748	00	00	60
	2753	00	00	25
	2750	00	03	25
	2752	00	00	10
	2751	00	01	15
	2740	00	01	00
	2741	00	01	50
	2742	00	03	34
	1764	00	02	45
	1765	00	01	62
	1766	00	01	44
	1767	00	03	00
	1768	00	04	66
	1769	00	04	18
	1770	00	06	45
	1771	00	00	12
	1821	00	01	07
	1820	00	02	37
	1822	00	00	80
	1828	00	01	15
	1827	00	02	68
	1825	00	07	06
	1826	00	00	15

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1854	00	02	85
	1855	00	04	75
	1856	00	02	12
	1861	00	08	58
	1860	00	03	18
	1859	00	00	33
	1866	00	01	60
	1867	00	01	37
	1865	00	04	77
	1920	00	00	47
	1921	00	01	92
	1933	00	03	71
	1932	00	03	61
	1931	00	00	10
	1938	00	01	89
	1939	00	06	48
	1949	00	02	28
	1950	00	06	14
	1957	00	00	60
	1955	00	08	58
	1956	00	00	96
	1960	00	00	10
	1027	00	01	42
	1029	00	05	77
	1028	00	00	10
	1022	00	03	53
	1034	00	03	83
	1035	00	05	83
	1021	00	03	06
	1008	00	10	90

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
1	2	हेक्टेयर	एयर	वर्ग मीटर
		3	4	5
	1007	00	04	24
	1036	00	00	67
	1011	00	02	05
	1010	00	01	13
	1009	00	01	52
	510	00	00	10
	511	00	01	48
	786	00	00	23
	512	00	01	82
	513	00	01	67
	535	00	00	20
	534	00	01	62
	532	00	01	62
	531	00	00	80
	533	00	04	36
	539	00	02	28
	540	00	00	68
	544	00	02	00
	538	00	02	48
	545	00	00	51
	782	00	03	73
	781	00	05	23
	778	00	06	45
	777	00	00	10
	775	00	03	00
	772	00	04	41
	768	00	03	58
	765	00	00	58
	766	00	00	81
	767	00	01	20

तहसील - खोद्दा	जिला - खोद्दा	राज्य - उड़ीसा		
		क्षेत्रफल		
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	762	00	03	09
	761	00	01	91
	740	00	01	74
	741	00	01	50
	742	00	01	47
	743	00	01	79
	739	00	00	76
	737	00	18	54
	736	00	00	10
	735	00	00	98
	738	00	00	63
	621	00	00	10
	622	00	00	20
	688	00	02	12
	689	00	00	50
	690	00	00	31
	687	00	01	01
	686	00	01	42
	623	00	00	81
	685	00	02	15
	664	00	00	90
	684	00	01	27
	683	00	01	31
	682	00	01	77
	672	00	01	23
	673	00	02	16
	671	00	00	83
	669	00	00	10
	674	00	00	96
	670	00	04	87

तहसील - खोद्धा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	667	00	00	10
	714	00	17	17

[फा.सं. आर. 25011/16/2009 ओ.आर. I]

बी. के. दासा, अवर मन्थन

New Delhi, the 2nd December, 2009

S. O. 3348.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), "Paradip - New Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip -New Sambalpur - Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : KHURDA	District : KHURDA	State : DRISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
KANJIAMA	404	00	07	83
	405	00	04	24
	406	00	02	90
	407	00	14	62
	408	00	04	80
	409	00	02	92
	424	00	01	37
	421	00	07	84
	416	00	15	35
	417	00	08	90
	355	00	06	99
	356	00	14	27
	506	00	06	47
	360	00	02	18
	361	00	07	41
	332	00	10	15
	331	00	04	72
	330	00	07	16
	329	00	03	59
	328	00	07	79
	325	00	00	52
	326	00	03	06
	318	00	07	80
	324	00	00	51
	319	00	04	73
	314	00	05	71
	315	00	00	63
	316	00	00	81
	502	00	05	90

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	312	00	01	73
	311	00	01	43
	307	00	02	04
	304	00	02	41
	303	00	03	33
	301	00	07	44
	302	00	00	15
	300	00	01	65
	468	00	00	78
	284	00	14	39
	290	00	01	02
	495	00	02	24
	287	00	13	11
	288	00	01	20
	289	00	00	10
	277	00	14	30
	274	00	00	71
	276	00	05	39
MUKUNDAPRASAD	462	00	02	95
	351	00	05	29
KUMBHARABASTA	1914	00	05	04
	1915	00	01	10
	1913	00	06	87
	1911	00	02	78
	1910	00	03	11
	1897	00	00	10
	2069	00	08	67
	1895	00	04	06
	1889	00	05	85
	1888	00	07	24

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1884	00	02	98
	1874	00	03	71
	1873	00	02	91
	1869	00	00	99
	1870	00	02	40
	1843	00	04	02
	1842	00	03	69
	1837	00	04	36
	1835	00	03	05
	1836	00	01	04
	1829	00	01	98
	1831	00	02	07
	1830	00	03	14
	1827	00	02	96
	1804	00	00	99
	1805	00	01	18
	1825	00	02	36
	1824	00	04	17
	1822	00	00	44
	1823	00	04	08
	1816	00	04	42
	1812	00	03	64
	1813	00	04	06
	1756	00	05	26
	1749	00	04	80
	1746	00	03	66
	1747	00	00	83
	1735	00	04	31
	1734	00	04	34
	1712	00	05	33

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1711	00	01	11
	1710	00	02	52
	1227	00	02	57
	1229	00	02	08
	1701	00	00	20
	1230	00	02	84
	1231	00	02	42
	1691	00	01	48
	1690	00	00	32
	1234	00	04	14
	1237	00	04	03
	1238	00	02	27
	1246	00	03	66
	1239	00	05	66
	1241	00	05	49
	1937	00	01	91
	2058	00	05	74
	1626	00	04	84
	1614	00	16	95
	1963	00	00	10
	1612	00	00	28
	1616	00	05	09
	1611	00	07	38
	1610	00	15	55
	1602	00	00	15
	1599	00	02	07
GURUJANGA	1247	00	01	91
	1202	00	01	35
	1246	00	00	10
	1245	00	13	75

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1244	00	07	88
	1242	00	00	76
	1203	00	13	14
	1204	00	00	81
	1205	00	00	10
	1207	00	05	17
	1208	00	08	08
	1211	00	00	10
	1194	00	11	67
	1762	00	●	88
	1195	00	06	65
	1197	00	00	10
	1196	00	06	50
	1192	00	01	25
	1139	00	00	68
	1190	00	07	15
	1145	00	05	31
	1189	00	02	73
	1146	00	05	08
	1149	00	05	21
	1148	00	12	68
	1103	00	04	58
	1152	00	03	33
	1102	00	03	87
	1101	00	00	79
	1098	00	14	49
	1099	00	00	10
	1097	00	01	71
	1096	00	04	94
	1053	00	00	97

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1800	00	02	28
	1081	00	06	61
	1080	00	04	27
	1079	00	07	75
WILKINSANNAGAR	560	00	11	25
	558	00	05	34
	551	00	00	55
	556	00	01	78
	552	00	01	77
	555	00	01	62
	554	00	01	54
	545	00	09	40
	546	00	11	69
	902	00	01	67
	539	00	07	31
	530	00	04	83
	532	00	04	25
	533	00	06	93
	534	00	09	45
	536	00	08	58
	508	00	11	21
	504	00	10	58
	502	00	06	08
	500	00	00	75
	790	00	00	77
TANGIAPADA	925	00	03	48
	725	00	00	10
	726	00	01	95
	727	00	01	80
	729	00	03	28

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	730	00	02	29
	731	00	02	91
	734	00	03	26
	733	00	03	77
	717	00	08	77
	875	00	02	65
	715	00	08	29
	713	00	04	74
	712	00	11	61
	746	00	07	24
	747	00	06	51
	753	00	03	95
	754	00	12	51
	763	00	07	81
	764	00	01	39
	765	00	03	33
	766	00	06	77
	778	00	01	51
	678	00	00	77
	686	00	06	40
	681	00	05	56
	680	00	06	44
	675	00	01	82
	674	00	01	40
	676	00	05	62
	937	00	04	65
	928	00	05	80
	672	00	03	69
	890	00	02	67
	669	00	01	56

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	668	00	02	10
	877	00	07	00
	617	00	00	10
	616	00	00	73
	614	00	03	99
	615	00	00	10
	613	00	01	52
	378	00	10	82
	610	00	00	11
	379	00	06	89
	609	00	00	10
	380	00	07	78
	383	00	08	05
	382	00	01	89
	381	00	00	10
	539	00	03	30
	384	00	00	90
	587	00	13	68
	584	00	07	23
	583	00	05	40
	582	00	03	02
	580	00	06	19
	578	00	04	02
	577	00	00	28
	576	00	06	31
	411	00	00	63
	413	00	11	26
	414	00	01	43
	887	00	05	06
	422	00	08	14

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	423	00	01	93
	362	00	01	82
	349	00	04	60
	435	00	00	10
	350	00	00	45
	348	00	13	44
	347	00	03	16
	346	00	05	69
	345	00	02	37
	342	00	01	82
	343	00	02	05
	344	00	00	18
	326	00	07	60
	440	00	01	62
	439	00	00	37
	438	00	00	10
	441	00	15	03
	325	00	03	34
	323	00	00	10
PAIKTIGIRIA	955	00	05	02
	964	00	01	23
	963	00	07	76
	956	00	00	15
	957	00	06	53
	958	00	00	56
	959	00	09	08
	960	00	00	10
	945	00	09	00
	946	00	00	20
	944	00	00	20

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	943	00	01	74
	939	00	00	76
	940	00	07	50
	936	00	06	69
	925	00	13	72
	1498	00	00	35
	926	00	05	28
	927	00	00	45
	889	00	26	26
	924	00	00	88
	887	00	00	34
	888	00	09	64
	872	00	11	52
	875	00	00	41
	874	00	04	95
	873	00	02	25
	818	00	06	03
	820	00	05	06
	843	00	00	20
	821	00	06	04
	822	00	08	96
	823	00	06	15
	835	00	02	34
	824	00	05	88
	833	00	02	79
	829	00	00	59
	830	00	06	21
	760	00	00	82
	1429	00	05	11
	759	00	00	48

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	491	00	05	69
	1489	00	00	10
	492	00	10	83
	493	00	10	05
	176	00	00	60
	1425	00	04	70
	495	00	01	08
	175	00	04	76
	496	00	00	10
	174	00	06	21
	173	00	05	17
	172	00	00	68
	118	00	06	92
	119	00	05	50
	122	00	03	34
	1495	00	05	89
	102	00	06	26
	103	00	02	55
	104	00	02	62
	105	00	00	12
	91	00	07	22
	57	00	05	97
	58	00	00	10
	59	00	04	19
	33	00	04	20
	60	00	00	28
	62	00	02	69
	32	00	00	91
	34	00	01	10
	31	00	09	33

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	35	00	00	28
	7	00	08	18
	30	00	00	16
	13	00	00	28
	20	00	02	60
	1485	00	06	23
	19	00	00	14
	16	00	00	10
	18	00	04	18
	17	00	06	05
HOSENPUR	6	00	11	58
	10	00	00	26
	9	00	08	89
	8	00	02	30
	7	00	02	22
	5	00	03	58
	4	00	12	06
	1	00	06	68
MAHARATHAPUR	51	00	09	72
	49	00	00	62
THAKURPADA	661	00	05	80
	655	00	05	53
	656	00	00	82
	653	00	05	75
	654	00	00	20
	652	00	00	45
	479	00	09	17
	482	00	09	46
	481	00	00	10
	483	00	00	41

Tehsil : KHURDA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			Sq.mtr.
		Hectare	Acre		
1	2	3	4	5	
	484	00	02	23	
	485	00	01	13	
	486	00	00	10	
	488	00	03	42	
	489	00	06	48	
	490	00	00	88	
	489	00	01	20	
	424	00	05	44	
	425	00	04	99	
	426	00	00	20	
	484	00	06	62	
	429	00	01	87	
	482	00	00	20	
	430	00	07	43	
	439	00	00	16	
	431	00	06	79	
	438	00	00	42	
	432	00	01	85	
	433	00	01	17	
	434	00	04	31	
	435	00	06	99	
	436	00	04	49	
	414	00	00	10	
	415	00	04	47	
	382	00	07	32	
	416	00	00	21	
	381	00	00	55	
	383	00	05	18	
	384	00	03	02	
	369	00	00	14	

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	365	00	01	03
	263	00	20	50
	261	00	01	20
	260	00	02	73
	259	00	02	53
	258	00	02	27
	257	00	00	20
	256	00	03	90
	255	00	03	30
	243	00	03	52
	245	00	02	60
	244	00	07	60
	234	00	03	68
	247	00	00	20
	235	00	00	56
	233	00	09	04
	231	00	07	67
	232	00	02	88
	225	00	00	11
	223	00	01	47
BINKUDIA	1181	00	05	31
	1102	00	01	88
	1103	00	07	73
	1177	00	03	98
	1178	00	06	19
	1179	00	05	54
	1180	00	03	25
	1190	00	00	30
	1191	00	05	75
	1193	00	07	57

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
NUAPADA	1194	00	08	00
	1195	00	04	54
	1185	00	09	56
	1184	00	02	19
	1555	00	08	30
	1554	00	19	40
	1552	00	21	10
	1539	00	08	50
	1538	00	00	86
	1541	00	06	36
	1542	00	08	83
	1545	00	13	57
	1544	00	01	80
	1243	00	03	88
	1244	00	14	30
	1242	00	00	20
	1241	00	01	75
	1238	00	01	00
	1240	00	08	70
	1239	00	00	78
	1238	00	05	26
	1175	00	04	39
	1174	00	04	80
	311	00	03	20
	312	00	17	10
	313	00	02	70
	310	00	08	50
	309	00	04	90
	317	00	04	95
	318	00	04	20

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Acre	Sq.mtr.
1	2	3	4	5
	319	00	01	75
	320	00	06	66
	335	00	00	50
	297	00	01	10
	285	00	04	72
	284	00	05	90
	286	00	02	60
	283	00	03	10
	275	00	09	70
	276	00	00	35
	274	00	00	88
	273	00	14	70
	272	00	05	13
	266	00	05	85
	200	00	00	20
	203	00	07	15
	285	00	00	10
	284	00	04	72
	207	00	06	45
	205	00	01	20
	211	00	05	05
	82	00	04	10
	80	00	00	30
	81	00	04	45
	79	00	06	26
	83	00	02	80
	84	00	08	10
	85	00	01	26
	86	00	13	00
	56	00	00	10

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	67	00	01	45
	52	00	04	40
DIBYASINGHAPRASAD	66	00	00	94
	67	00	01	79
MUKTAPUR	276	00	06	96
	275	00	16	76
	252	00	07	06
	251	00	00	10
	274	00	00	20
	253	00	02	71
	255	00	01	13
	254	00	03	22
	244	00	04	12
	243	00	05	09
	242	00	00	10
	232	00	02	19
	233	00	02	83
	234	00	07	14
	236	00	01	03
	235	00	03	70
	211	00	01	75
	210	00	07	05
BAGHEITANGI	1094	00	00	80
	1093	00	04	58
	1092	00	05	21
	966	00	07	14
	1067	00	05	07
	1063	00	06	07
	1064	00	02	09
	1065	00	05	38

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1062	00	00	10
	1057	00	08	25
	1058	00	00	10
	1056	00	06	83
	1055	00	06	49
	1073	00	03	71
	1024	00	07	89
	1022	00	13	26
	1023	00	03	82
	1025	00	08	52
	1019	00	00	23
	1258	00	00	10
	1026	00	00	89
	1018	00	11	57
	1017	00	02	38
BALISAH	1361	00	00	97
	1360	00	05	15
	1359	00	09	41
	1365	00	01	38
	1367	00	03	11
	1368	00	05	70
	1369	00	01	80
	1357	00	01	46
	1353	00	07	34
	1351	00	02	48
	1282	00	00	67
	1283	00	05	64
	1285	00	03	21
	1284	00	07	78
	1292	00	01	76

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1293	00	03	84
	1278	00	02	20
	1279	00	00	20
	1280	00	01	49
	1294	00	00	20
	1277	00	05	02
	1263	00	02	85
	1276	00	00	10
	1271	00	00	10
	1270	00	08	35
	1265	00	00	10
	1269	00	04	44
	1266	00	01	89
	1267	00	04	04
	1268	00	00	18
	1229	00	08	48
	1225	00	00	10
	1230	00	00	31
	1224	00	02	35
	1219	00	01	50
	1231	00	00	20
	1210	00	01	04
	763	00	12	61
	762	00	11	14
	761	00	07	63
	1216	00	00	10
	754	00	02	57
	753	00	05	03
	750	00	06	83
	751	00	01	70

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Acre	Sq.mtr.
1	2	3	4	5
	752	00	05	24
	742	00	00	20
	743	00	00	31
	749	00	02	63
	748	00	02	73
	747	00	00	65
	746	00	00	74
	745	00	05	11
	744	00	03	29
BASANTA	2055	00	15	84
	2052	00	16	39
	2049	00	08	01
	2046	00	05	65
	1846	00	25	82
	1850	00	20	49
	1801	00	00	10
	1800	00	04	65
	1887	00	04	27
	1888	00	01	46
	1889	00	06	69
	1890	00	00	10
	1885	00	00	16
	1883	00	00	82
	1338	00	19	15
	1339	00	04	40
	1340	00	00	20
	1355	00	08	66
	1464	00	00	34
	1356	00	04	77
	1357	00	02	84

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1358	00	01	94
	1461	00	04	90
	1459	00	03	82
	1436	00	04	97
	1441	00	02	51
	1440	00	02	85
	1437	00	00	20
	1442	00	00	20
	1438	00	06	98
	1439	00	00	80
	1416	00	00	18
	1414	00	01	66
	1413	00	03	88
	1448	00	00	26
	1412	00	05	02
	1411	00	00	64
	1407	00	17	98
	1404	00	01	12
	1403	00	08	89
BRAHMANABERENI	922	00	02	19
	921	00	08	87
	920	00	13	52
	918	00	00	76
	919	00	04	75
	889	00	05	80
	890	00	02	45
	888	00	01	75
	891	00	03	81
	892	00	02	27
	893	00	02	87

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	894	00	08	23
	895	00	05	65
	896	00	08	17
	864	00	01	56
	863	00	01	10
	932	00	03	67
	703	00	01	18
	702	00	00	10
	704	00	09	13
	705	00	00	20
	358	00	02	27
	357	00	02	34
	356	00	04	40
	354	00	00	20
	355	00	06	87
	353	00	02	10
	368	00	04	13
	373	00	03	56
	374	00	00	59
	372	00	00	21
	377	00	09	86
	332	00	00	28
	379	00	00	56
	378	00	12	21
	331	00	16	10
	1496	00	16	59
	305	00	02	43
	306	00	01	98
	307	00	07	71
	304	00	00	38

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	309	00	00	20
	310	00	08	47
	302	00	00	37
	313	00	01	34
	311	00	14	33
	975	00	00	20
	974	00	00	59
	312	00	01	30
	405	00	01	87
	406	00	06	59
	407	00	00	10
	424	00	05	77
	408	00	01	56
	423	00	03	52
	422	00	03	55
	421	00	02	23
	420	00	00	27
	419	00	01	21
	418	00	00	10
	412	00	01	83
	504	00	04	75
	503	00	05	32
	492	00	10	34
	491	00	05	31
	490	00	03	25
	489	00	03	21
	925	00	00	13
	480	00	09	37
	476	00	03	44
	475	00	10	66

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
KUAPUT	478	00	00	20
	469	00	02	12
	3063	00	04	17
	3084	00	04	30
	3073	00	08	59
	3072	00	00	55
	3044	00	01	29
	3039	00	11	96
	3037	00	00	97
	3040	00	05	21
	3041	00	00	10
	3035	00	04	07
	3034	00	01	50
	3000	00	01	61
	2997	00	02	54
	2998	00	00	63
	2996	00	08	09
	2995	00	01	65
	2990	00	00	20
	2988	00	02	14
	2989	00	02	40
	2987	00	01	13
	2986	00	04	68
	2985	00	02	02
	3148	00	00	20
	2984	00	01	05
	2983	00	05	58
	2980	00	07	74
	2978	00	08	10
	2977	00	00	20

31/12/2009

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	2745	00	02	88
	2769	00	01	00
	2746	00	01	21
	2747	00	00	20
	2768	00	00	35
	2755	00	00	60
	2749	00	03	03
	2748	00	00	60
	2753	00	00	25
	2750	00	03	25
	2752	00	00	10
	2751	00	01	15
	2740	00	01	00
	2741	00	01	50
	2742	00	03	34
	1764	00	02	45
	1765	00	01	62
	1766	00	01	44
	1767	00	03	00
	1768	00	04	66
	1769	00	04	18
	1770	00	06	45
	1771	00	00	12
	1821	00	01	07
	1820	00	02	37
	1822	00	00	80
	1828	00	01	15
	1827	00	02	66
	1825	00	07	06
	1826	00	00	15

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1854	00	02	85
	1855	00	04	75
	1856	00	02	12
	1861	00	08	58
	1860	00	03	18
	1859	00	00	33
	1866	00	01	60
	1867	00	01	37
	1865	00	04	77
	1920	00	00	47
	1921	00	01	92
	1933	00	03	71
	1932	00	03	61
	1931	00	00	10
	1938	00	01	89
	1939	00	06	48
	1949	00	02	28
	1950	00	06	14
	1957	00	00	60
	1955	00	08	58
	1956	00	00	96
	1960	00	00	10
	1027	00	01	42
	1029	00	05	77
	1028	00	00	10
	1022	00	03	53
	1034	00	03	83
	1035	00	05	83
	1021	00	03	06
	1008	00	10	90

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	1007	00	04	24
	1036	00	00	67
	1011	00	02	05
	1010	00	01	13
	1009	00	01	52
	510	00	00	10
	511	00	01	48
	786	00	00	23
	512	00	01	82
	513	00	01	67
	535	00	00	20
	534	00	01	62
	532	00	01	62
	531	00	00	80
	533	00	04	36
	539	00	02	28
	540	00	00	68
	544	00	02	00
	538	00	02	48
	545	00	00	51
	782	00	03	73
	781	00	05	23
	778	00	06	45
	777	00	00	10
	775	00	03	00
	772	00	04	41
	768	00	03	58
	765	00	00	58
	766	00	00	81
	767	00	01	20

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.		Area	
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	762	00	03	09
	761	00	01	91
	740	00	01	74
	741	00	01	50
	742	00	01	47
	743	00	01	79
	739	00	00	76
	737	00	18	54
	736	00	00	10
	735	00	00	98
	738	00	00	63
	621	00	00	10
	622	00	00	20
	688	00	02	12
	689	00	00	50
	690	00	00	31
	687	00	01	01
	686	00	01	42
	623	00	00	81
	685	00	02	15
	664	00	00	90
	684	00	01	27
	683	00	01	31
	682	00	01	77
	672	00	01	23
	673	00	02	16
	671	00	00	83
	669	00	00	10
	674	00	00	96
	670	00	04	87

ALP

Tehsil : KHURDA	District : KHURDA	State : ORISSA		
Name of the Village	Plot NO.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
	667	00	00	10
	714	00	17	17

[F. No. R-25011/16/2009-O.R.-I]
B.K.DATTA, Under Secy

नई दिल्ली, 2 दिसम्बर, 2009

का. आ. 3349— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने के लिए भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर - 751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - बालिअन्ता	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
उपसासाहि	1909	00	06	22
	2722	00	03	36
	1908	00	03	32
	1873	00	01	43
	1867	00	06	27
	1874	00	11	86
	1878	00	00	30
	1880	00	10	64
	1879	00	01	58
	1881	00	05	56
	1882	00	00	42
	1883	00	04	97
	1884	00	09	36
	1885	00	01	80
	1886	00	06	12
	1887	00	03	50
	1330	00	18	40
	1328	00	02	83
	1327	00	00	20
	1303	00	00	10
	1304	00	10	81
	1305	00	00	30
	1295	00	01	16
	1294	00	09	96
	1292	00	00	10
	1293	00	00	48
	1289	00	12	57
	1423	00	01	99
	1279	00	03	46
	2669	00	01	75
	1229	00	09	09

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1227	00	00	20
	1226	00	08	26
	1225	00	00	74
	1220	00	01	36
	2729	00	01	32
	1218	00	03	25
	1219	00	06	46
	1097	00	00	30
	1202	00	13	66
	1205	00	13	54
	2726	00	00	26
	1204	00	13	34
	1143	00	02	97
	1151	00	12	70
	1152	00	15	19
	1150	00	00	30
	1149	00	00	10
प्रतापपुर - 1	5943	00	02	98
	5578	00	11	11
	5598	00	05	15
	5597	00	01	26
	5599	00	01	30
	5596	00	01	23
	5595	00	01	90
	5600	00	03	73
	5592	00	02	53
	5594	00	01	16
	5593	00	01	11
	5590	00	00	87
	5591	00	00	94
	5623	00	01	98

तहसील - बालिअन्ता	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	5624	00	01	44
	5622	00	09	48
	5634	00	07	58
	5632	00	09	14
	5629	00	07	41
	5628	00	11	98
	5759	00	01	85
	5758	00	03	51
	5764	00	03	23
	5763	00	01	31
	5765	00	06	03
	5755	00	00	10
	5754	00	00	28
	5753	00	00	79
	5767	00	05	96
	5768	00	01	06
	5775	00	13	93
	5769	00	00	74
	6049	00	01	31
	5774	00	00	10
	5772	00	09	64
	5771	00	02	03
	4867	00	09	49
	4866	00	08	31
	4865	00	00	54
	4863	00	14	27
	4861	00	00	63
	4862	00	08	35
	4811	00	08	64
	4812	00	01	62
	4813	00	00	39

तहसील - बालिअन्ता	जिला - खोन्दा	राज्य - उड़ीसा		
		क्षेत्रफल	क्षेत्रफल	क्षेत्रफल
गांव का नाम	प्लॉट नं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	4581	00	02	32
	4646	00	01	93
	4647	00	00	15
	4644	00	02	25
	4651	00	02	37
	4643	00	02	42
	5997	00	00	10
	4641	00	00	60
	4640	00	01	21
	4639	00	01	21
	4638	00	02	43
	4592	00	04	38
	4617	00	00	10
	3949	00	03	24
	4585	00	02	53
	4586	00	01	62
	4587	00	01	21
	4588	00	02	02
	4584	00	03	39
	4589	00	01	62
	4590	00	01	21
	4591	00	01	28
	4583	00	01	90
	4582	00	01	08
	3958	00	02	58
	3957	00	02	68
	3956	00	00	91
	3955	00	01	62
	3954	00	01	63
	3951	00	01	62
	3950	00	01	32

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	3947	00	00	77
	3948	00	05	07
	3946	00	02	02
	3945	00	04	78
	3944	00	00	82
	3943	00	00	17
	3928	00	03	47
	3927	00	00	30
	3930	00	00	46
	3929	00	02	93
	3931	00	00	15
	3933	00	02	43
	3934	00	00	92
	3935	00	02	14
	3932	00	00	13
	3918	00	00	10
	3936	00	00	10
	3917	00	02	34
	3916	00	03	51
	3914	00	02	05
	3897	00	03	83
	3890	00	00	10
	3892	00	05	57
	3907	00	01	07
सदासिमुल	158	00	06	78
	164	00	05	55
	156	00	00	10
	160	00	00	30
	161	00	00	81
	162	00	01	62
	163	00	00	61

तहसील - बालिअन्ता	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	120	00	02	37
	119	00	03	24
	112	00	03	36
	111	00	02	74
	110	00	01	26
	181	00	04	10
	88	00	10	90
	61	00	00	30
	66	00	06	64
	65	00	04	24
भइलो	390	00	04	94
	381	00	16	15
	394	00	00	53
	373	00	04	47
	374	00	04	97
	370	00	04	19
	371	00	00	10
	369	00	00	20
	364	00	00	10
	366	00	06	95
	368	00	01	14
	367	00	06	95
	365	00	00	10
	355	00	10	76
	356	00	00	55
	354	00	00	22
	353	00	00	30
	347	00	08	31
	329	00	14	60
	399	00	04	27
	334	00	03	09

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	333	00	06	96
	336	00	04	29
	314	00	00	38
	312	00	03	10
	313	00	01	58
	337	00	00	10
	311	00	00	10
	310	00	06	93
	276	00	03	02
	272	00	01	22
	271	00	00	95
	245	00	02	10
	246	00	09	19
	247	00	01	76
	248	00	09	10
	258	00	00	10
	252	00	02	60
	251	00	01	24
	253	00	04	23
	254	00	02	17
	214	00	05	34
	213	00	00	10
खमन्यासासन	937	00	07	73
	936	00	01	84
	938	00	00	28
	939	00	06	15
	943	00	00	17
	941	00	06	17
	940	00	06	63
बोधखन्डि	3606	00	02	75
	3608	00	06	19

तहसील - बालिअन्ता	जिला - खोन्दा	राज्य - उड़ीसा		
		हेक्टेयर	क्षेत्रफल एयर	वर्ग मीटर
1	2	3	4	5
	3605	00	02	18
	3604	00	05	58
	3602	00	01	04
	3601	00	15	71
	3617	00	11	87
	3616	00	00	20
	3618	00	01	82
	3619	00	11	88
	3631	00	01	12
	3620	00	00	10
	3632	00	11	41
	3635	00	07	08
	3633	00	00	65
	3541	00	34	76
	3540	00	01	32
	3539	00	00	20
	1373	00	14	23
	1387	00	09	17
	1389	00	07	71
	1390	00	04	95
	1383	00	04	13
	1382	00	05	75
	1381	00	04	35
	1380	00	02	56
	1378	00	00	59
	1377	00	00	10
	1372	00	00	16
	1371	00	00	73
	1370	00	00	90
	1369	00	00	38
	1237	00	00	32

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
बरिजंगा	1224	00	00	32
	424	00	00	18
	423	00	00	46
	1011	00	00	29
	422	00	00	95
	421	00	00	53
	418	00	03	53
	420	00	00	39
	417	00	09	12
	416	00	04	38
	397	00	00	13
	398	00	04	29
	400	00	09	35
	401	00	00	32
	402	00	00	30
	399	00	07	87
	403	00	01	08
	391	00	07	02
	389	00	12	71
	390	00	01	77
	387	00	02	80
	386	00	08	29
	408	00	01	06
	113	00	01	03
	112	00	00	10
	114	00	12	27
	115	00	04	34
	127	00	01	61
	991	00	02	60
	992	00	02	79
	126	00	03	16

तहसील - बालिअन्ता	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	124	00	07	23
	123	00	02	30
	122	00	00	10
	145	00	01	94
	146	00	00	65
	144	00	02	52
	147	00	03	56
	157	00	01	95
	158	00	00	30
	282	00	00	10
	159	00	04	67
	160	00	08	71
	161	00	02	36
	162	00	08	41
	179	00	00	30
	163	00	01	00
	178	00	00	10
	177	00	04	76
	176	00	03	07
	175	00	03	54
	174	00	03	15
	173	00	02	19
	183	00	05	04
	184	00	06	79
	185	00	01	33
	186	00	00	30
	222	00	05	84
	192	00	04	63
	191	00	07	12
झिन्टीसासन	5639	00	01	49
	5638	00	00	20

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	4284	00	03	67
	4285	00	00	86
	4283	00	02	10
	4286	00	05	79
	4287	00	00	10
	4288	00	07	06
	4289	00	04	72
	4292	00	00	14
	4120	00	06	35
	4119	00	06	76
	4118	00	00	71
	4106	00	03	33
	4107	00	05	56
	4103	00	03	92
	4109	00	00	10
	4102	00	00	10
	4101	00	04	13
	4100	00	00	19
	4095	00	03	31
	4096	00	03	30
	4094	00	00	20
	4093	00	01	98
	4087	00	02	82
	4081	00	02	87
	4082	00	07	81
	4085	00	05	04
	4083	00	03	90
	4084	00	01	21
	4079	00	00	30
	4610	00	00	30
	4597	00	00	44

तहसील - बालिअन्ता	जिला - खोद्दा	राज्य - उड़ीसा		
		हेक्टेयर	क्षेत्रफल एयर	वर्ग मीटर
1	2	3	4	5
	4630	00	08	29
	4631	00	01	14
	4632	00	06	86
	4643	00	01	25
	4642	00	03	42
	4646	00	00	57
	4647	00	00	16
	4641	00	00	42
	4640	00	03	15
	4639	00	02	95
	4638	00	01	88
	4659	00	01	03
	4703	00	04	95
	4702	00	00	30
	4700	00	06	07
	4698	00	04	27
	4696	00	01	00
	4750	00	00	10
	4754	00	01	21
	4753	00	01	18
	4755	00	01	43
	4756	00	04	62
	4752	00	02	79
	4757	00	00	10
	4772	00	00	30
	4789	00	06	35
	4788	00	00	10
	4786	00	09	62
	4787	00	03	35
	4798	00	01	63
	4797	00	03	02

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	4799	00	00	20
	4803	00	03	46
	4800	00	00	50
	4802	00	03	23
	4801	00	00	11
	4808	00	03	39
	4809	00	03	82
	4816	00	03	24
	4815	00	03	52
	4814	00	03	51
	4813	00	03	14
	4908	00	07	95
	4909	00	00	27
	4906	00	01	81
	4910	00	06	30
	4904	00	07	51
	2722	00	02	10
	5705	00	17	74
	2730	00	00	33
	2731	00	05	94
	2737	00	00	10
	2736	00	00	95
	2735	00	02	72
	2734	00	01	93
	2733	00	00	17
	2745	00	00	15
	2746	00	01	69
	2747	00	03	69
	2748	00	05	89
	2741	00	02	75
	2749	00	00	10

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	2767	00	06	29
	2678	00	01	81
	2677	00	04	31
	2675	00	03	92
	2676	00	02	50
	2655	00	03	02
	2654	00	00	73
	2653	00	01	64
	2613	00	33	44
	2612	00	00	90
	2592	00	03	71
	2561	00	04	10
	2560	00	01	46
	2520	00	00	70
	2479	00	09	56
	2478	00	01	90
	2482	00	05	11
	2483	00	12	75
	2484	00	01	40
	2486	00	13	78
	2494	00	03	54
	2499	00	03	09
	2498	00	05	58
	2495	00	00	10
	2497	00	03	07
	2521	00	02	49
	2136	00	02	20
	2047	00	03	68
	2046	00	01	66
	2045	00	05	03
	2061	00	09	04

तहसील - बालिअन्ता	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	2066	00	09	38
	2069	00	00	30
	2075	00	00	41
	2074	00	04	05
	2070	00	00	54
	2071	00	04	04
	2073	00	03	77
	2072	00	00	36
	2081	00	00	79
	2083	00	05	00
	2085	00	07	93
	2084	00	00	12
	1988	00	01	03
	1989	00	00	75

[फा. सं. आर. 25011/18/2009 ओ. नार. II]

बी. के. दाता, अव. सचिव

New Delhi, the 2nd December, 2009

S. O. 3349.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), "Paradip - New Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - New Sambalpur - Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
UPARASAH	1909	00	06	22	
	2722	00	03	36	
	1908	00	03	32	
	1873	00	01	43	
	1867	00	06	27	
	1874	00	11	86	
	1878	00	00	30	
	1880	00	10	64	
	1879	00	01	58	
	1881	00	05	56	
	1882	00	00	42	
	1883	00	04	97	
	1884	00	09	36	
	1885	00	01	80	
	1886	00	06	12	
	1887	00	03	50	
	1330	00	18	40	
	1328	00	02	83	
	1327	00	00	20	
	1303	00	00	10	
	1304	00	10	81	
	1305	00	00	30	
	1295	00	01	16	
	1294	00	09	96	
	1292	00	00	10	
	1293	00	00	48	
	1289	00	12	57	
	1423	00	01	99	
	1279	00	03	46	
	2669	00	01	75	
	1229	00	09	09	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	1227	00	00	20	
	1226	00	08	26	
	1225	00	00	74	
	1220	00	01	36	
	2729	00	01	32	
	1218	00	03	25	
	1219	00	06	46	
	1097	00	00	30	
	1202	00	13	66	
	1205	00	13	54	
	2726	00	00	26	
	1204	00	13	34	
	1143	00	02	97	
	1151	00	12	70	
	1152	00	15	19	
	1150	00	00	30	
	1149	00	00	10	
PRATAPRUDRAPUR-1	5943	00	02	98	
	5578	00	11	11	
	5598	00	05	15	
	5597	00	01	26	
	5599	00	01	30	
	5596	00	01	23	
	5595	00	01	90	
	5600	00	03	73	
	5592	00	02	53	
	5594	00	01	16	
	5593	00	01	11	
	5590	00	00	87	
	5591	00	00	94	
	5623	00	01	98	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	5624	00	01	44	
	5622	00	09	48	
	5634	00	07	58	
	5632	00	09	14	
	5629	00	07	41	
	5628	00	11	98	
	5759	00	01	85	
	5758	00	03	51	
	5764	00	03	23	
	5763	00	01	31	
	5765	00	06	03	
	5755	00	00	10	
	5754	00	00	28	
	5753	00	00	79	
	5767	00	05	96	
	5768	00	01	06	
	5775	00	13	93	
	5769	00	00	74	
	6049	00	01	31	
	5774	00	00	10	
	5772	00	09	64	
	5771	00	02	03	
	4867	00	09	49	
	4866	00	08	31	
	4865	00	00	54	
	4863	00	14	27	
	4861	00	00	63	
	4862	00	08	35	
	4811	00	08	64	
	4812	00	01	62	
	4813	00	00	39	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	4581	00	02	32	
	4646	00	01	93	
	4647	00	00	15	
	4644	00	02	25	
	4651	00	02	37	
	4643	00	02	42	
	5997	00	00	10	
	4641	00	00	60	
	4640	00	01	21	
	4639	00	01	21	
	4638	00	02	43	
	4592	00	04	38	
	4617	00	00	10	
	3949	00	03	24	
	4585	00	02	53	
	4586	00	01	62	
	4587	00	01	21	
	4588	00	02	02	
	4584	00	03	39	
	4589	00	01	62	
	4590	00	01	21	
	4591	00	01	28	
	4583	00	01	90	
	4582	00	01	08	
	3958	00	02	58	
	3957	00	02	68	
	3956	00	00	91	
	3955	00	01	62	
	3954	00	01	63	
	3951	00	01	62	
	3950	00	01	32	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	3947	00	00	77	
	3948	00	05	07	
	3946	00	02	02	
	3945	00	04	78	
	3944	00	00	82	
	3943	00	00	17	
	3928	00	03	47	
	3927	00	00	30	
	3930	00	00	46	
	3929	00	02	93	
	3931	00	00	15	
	3933	00	02	43	
	3934	00	00	92	
	3935	00	02	14	
	3932	00	00	13	
	3918	00	00	10	
	3936	00	00	10	
	3917	00	02	34	
	3916	00	03	51	
	3914	00	02	05	
	3897	00	03	83	
	3890	00	00	10	
	3892	00	05	57	
	3907	00	01	07	
SADASIMUL	158	00	06	78	
	164	00	05	55	
	156	00	00	10	
	160	00	00	30	
	161	00	00	81	
	162	00	01	62	
	163	00	00	61	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
BHAILO	120	00	02	37	
	119	00	03	24	
	112	00	03	36	
	111	00	02	74	
	110	00	01	26	
	181	00	04	10	
	88	00	10	90	
	61	00	00	30	
	66	00	06	64	
	65	00	04	24	
	390	00	04	94	
	381	00	16	15	
	394	00	00	53	
	373	00	04	47	
	374	00	04	97	
	370	00	04	19	
	371	00	00	10	
	369	00	00	20	
	364	00	00	10	
	366	00	06	95	
	368	00	01	14	
	367	00	06	95	
	365	00	00	10	
	355	00	10	76	
	356	00	00	55	
	354	00	00	22	
	353	00	00	30	
	347	00	08	31	
	329	00	14	60	
	399	00	04	27	
	334	00	03	09	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	333	00	06	96	
	336	00	04	29	
	314	00	00	38	
	312	00	03	10	
	313	00	01	58	
	337	00	00	10	
	311	00	00	10	
	310	00	06	93	
	276	00	03	02	
	272	00	01	22	
	271	00	00	95	
	245	00	02	10	
	246	00	09	19	
	247	00	01	76	
	248	00	09	10	
	258	00	00	10	
	252	00	02	60	
	251	00	01	24	
	253	00	04	23	
	254	00	02	17	
	214	00	05	34	
	213	00	00	10	
KHAMANGASASAN	937	00	07	73	
	936	00	01	84	
	938	00	00	26	
	939	00	06	15	
	943	00	00	17	
	941	00	06	17	
	940	00	06	63	
BODHAKHANDI	3606	00	02	75	
	3608	00	06	19	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	3605	00	02	18	
	3604	00	05	58	
	3602	00	01	04	
	3601	00	15	71	
	3617	00	11	87	
	3616	00	00	20	
	3618	00	01	82	
	3619	00	11	88	
	3631	00	01	12	
	3620	00	00	10	
	3632	00	11	41	
	3635	00	07	08	
	3633	00	00	65	
	3541	00	34	76	
	3540	00	01	32	
	3539	00	00	20	
	1373	00	14	23	
	1387	00	09	17	
	1389	00	07	71	
	1390	00	04	95	
	1383	00	04	13	
	1382	00	05	75	
	1381	00	04	35	
	1380	00	02	56	
	1378	00	00	59	
	1377	00	00	10	
	1372	00	00	16	
	1371	00	00	73	
	1370	00	00	90	
	1369	00	00	38	
	1237	00	00	32	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	1224	00	00	32	
BARIJANGA	424	00	00	18	
	423	00	00	46	
	1011	00	00	29	
	422	00	00	95	
	421	00	00	53	
	418	00	03	53	
	420	00	00	39	
	417	00	09	12	
	416	00	04	38	
	397	00	00	13	
	398	00	04	29	
	400	00	09	35	
	401	00	00	32	
	402	00	00	30	
	399	00	07	87	
	403	00	01	08	
	391	00	07	02	
	389	00	12	71	
	390	00	01	77	
	387	00	02	80	
	386	00	08	29	
	408	00	01	06	
	113	00	01	03	
	112	00	00	10	
	114	00	12	27	
	115	00	04	34	
	127	00	01	61	
	991	00	02	60	
	992	00	02	79	
	126	00	03	16	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hec. are	Are	Sq.mtr.	
1	2	3	4	5	
	124	00	07	23	
	123	00	02	30	
	122	00	00	10	
	145	00	01	94	
	146	00	00	65	
	144	00	02	52	
	147	00	03	56	
	157	00	01	95	
	158	00	00	30	
	282	00	00	10	
	159	00	04	67	
	160	00	08	71	
	161	00	02	36	
	162	00	08	41	
	179	00	00	30	
	163	00	01	00	
	178	00	00	10	
	177	00	04	76	
	176	00	03	07	
	175	00	03	54	
	174	00	03	15	
	173	00	02	19	
	183	00	05	04	
	184	00	08	79	
	185	00	01	33	
	186	00	00	30	
	222	00	05	84	
	192	00	04	63	
	191	00	07	12	
JHINTISASAN	5639	00	01	49	
	5638	00	00	20	

43406/09-14B

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	4284	00	03	67	
	4285	00	00	86	
	4283	00	02	10	
	4286	00	05	79	
	4287	00	00	10	
	4288	00	07	06	
	4289	00	04	72	
	4292	00	00	14	
	4120	00	06	35	
	4119	00	06	76	
	4118	00	00	71	
	4106	00	03	33	
	4107	00	05	56	
	4103	00	03	92	
	4109	00	00	10	
	4102	00	00	10	
	4101	00	04	13	
	4100	00	00	19	
	4095	00	03	31	
	4096	00	03	30	
	4094	00	00	20	
	4093	00	01	98	
	4087	00	02	82	
	4081	00	02	87	
	4082	00	07	81	
	4085	00	05	04	
	4083	00	03	90	
	4084	00	01	21	
	4079	00	00	30	
	4610	00	00	30	
	4597	00	00	44	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	4630	00	08	29	
	4631	00	01	14	
	4632	00	06	86	
	4643	00	01	25	
	4642	00	03	42	
	4646	00	00	57	
	4647	00	00	16	
	4641	00	00	42	
	4640	00	03	15	
	4639	00	02	95	
	4638	00	01	88	
	4659	00	01	03	
	4703	00	04	95	
	4702	00	00	30	
	4700	00	06	07	
	4698	00	04	27	
	4696	00	01	00	
	4750	00	00	10	
	4754	00	01	21	
	4753	00	01	18	
	4755	00	01	43	
	4756	00	04	62	
	4752	00	02	79	
	4757	00	00	10	
	4772	00	00	30	
	4789	00	06	35	
	4788	00	00	10	
	4786	00	09	62	
	4787	00	03	95	
	4798	00	01	63	
	4797	00	03	02	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	4799	00	00	20	
	4803	00	03	46	
	4800	00	00	50	
	4802	00	03	23	
	4801	00	00	11	
	4808	00	03	39	
	4809	00	03	82	
	4816	00	03	24	
	4815	00	03	52	
	4814	00	03	51	
	4813	00	03	14	
	4908	00	07	95	
	4909	00	00	27	
	4906	00	01	81	
	4910	00	06	30	
	4904	00	07	51	
	2722	00	02	10	
	5705	00	17	74	
	2730	00	00	33	
	2731	00	05	94	
	2737	00	00	10	
	2736	00	00	95	
	2735	00	02	72	
	2734	00	01	93	
	2733	00	00	17	
	2745	00	00	15	
	2746	00	01	69	
	2747	00	03	69	
	2748	00	05	89	
	2741	00	02	75	
	2749	00	00	10	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	2767	00	06	29	
	2678	00	01	81	
	2677	00	04	31	
	2675	00	03	92	
	2676	00	02	50	
	2655	00	03	02	
	2654	00	00	73	
	2653	00	01	64	
	2613	00	33	44	
	2612	00	00	90	
	2592	00	03	71	
	2561	00	04	10	
	2560	00	01	46	
	2520	00	00	70	
	2479	00	09	56	
	2478	00	01	90	
	2482	00	05	11	
	2483	00	12	75	
	2484	00	01	40	
	2486	00	13	78	
	2494	00	03	54	
	2499	00	03	09	
	2498	00	05	58	
	2495	00	00	10	
	2497	00	03	07	
	2521	00	02	49	
	2136	00	02	20	
	2047	00	03	68	
	2046	00	01	66	
	2045	00	05	03	
	2081	00	09	04	

Tehsil : BALIANTA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	2066	00	09	38	
	2069	00	00	30	
	2075	00	00	41	
	2074	00	04	05	
	2070	00	00	54	
	2071	00	04	04	
	2073	00	03	77	
	2072	00	00	36	
	2081	00	00	79	
	2083	00	05	00	
	2085	00	07	93	
	2084	00	00	12	
	1988	00	01	03	
	1989	00	00	75	

[F. No. R-25011/18/2009-O.R.-I]
B.K.DATTA, Under Secy

नई दिल्ली, 2 दिसम्बर, 2009

का. आ. 3350.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने के लिए भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप - न्यू सम्बलपुर - रायपुर - राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर - 751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - बालिपाटणा	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
प्रतापपुर - 2	367	00	21	17
	368	00	21	46
	369	00	00	65
	415	00	06	15
	365	00	03	15
	366	00	00	25
	350	00	03	03
	349	00	05	53
	348	00	00	47
	347	00	00	10
	318	00	04	98
	316	00	06	35
	317	00	07	58
	420	00	00	53
	4013	00	06	25
	478	00	06	91
	477	00	02	52
	473	00	12	20
	472	00	09	24
	4116	00	08	57
	468	00	07	06
	467	00	09	60
	466	00	12	16
	422	00	00	42
	441	00	08	10
	459	00	11	43
	444	00	04	27
	445	00	06	15
	449	00	00	10

तहसील - बालिपाटणा	जिला - खोर्द्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	448	00	06	20
	446	00	04	26
	447	00	01	71
	450	00	01	53
	451	00	05	34
	452	00	01	10
	453	00	01	35
	1222	00	00	10
	1221	00	00	14
	1106	00	11	12
	1105	00	07	96
	1011	00	01	16
	1001	00	05	70
	1002	00	00	55
	1003	00	02	68
	1004	00	02	50
	1006	00	02	61
	1005	00	00	44
	4149	00	02	78
	1009	00	09	86
	1014	00	09	63
	1015	00	06	48
	995	00	05	32
	985	00	03	08
	984	00	12	32
	967	00	00	22
	952	00	05	77
	953	00	11	40
	954	00	00	73
	956	00	02	15

तहसील - बालिपाटणा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	955	00	07	08
	964	00	00	10
	959	00	00	25
	960	00	07	03
	962	00	01	16
	961	00	04	12
	935	00	00	65
	917	00	05	13
	916	00	02	47
	914	00	00	69
	911	00	07	78
	915	00	00	46
	913	00	00	34
	912	00	08	40
	926	00	00	68
साहेब नगर	16	00	02	15
	22	00	00	35
	23	00	01	14
	24	00	00	27
	25	00	00	47
	9	00	05	30
	1	00	11	08
	2	00	01	26
बुधनादेउलि	285	00	00	82
	284	00	04	73
	283	00	14	50
	282	00	00	10
	278	00	00	97
	245	00	00	10
	250	00	06	48

तहसील - बालिपाटणा	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	254	00	15	22
	256	00	14	76
	257	00	00	80
	263	00	02	50
	236	00	01	51
	235	00	00	83
	234	00	01	14
	233	00	01	52
	225	00	03	30
	224	00	00	75
	217	00	25	20
	221	00	17	56
	220	00	00	10
	462	00	00	10
	122	00	00	20
	207	00	01	33
	203	00	00	81
	186	00	02	07
	201	00	00	32
	204	00	00	45
	202	00	00	40
	205	00	00	58
	206	00	00	10
	200	00	01	33
	199	00	03	80
	198	00	01	43
	137	00	12	65
	138	00	00	72
	141	00	15	00
	142	00	10	78

तहसील - बालिपाटणा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	130	00	00	77
	147	00	00	90
	148	00	00	10
	146	00	02	78
	151	00	01	25
	152	00	01	21
	153	00	00	20
	150	00	00	58
	154	00	01	75
किआजोडि	996	00	03	63
	997	00	04	41
	992	00	02	78
	973	00	02	33
	1021	00	01	70
	991	00	06	10
	990	00	05	08
	983	00	00	10
	989	00	00	61
	988	00	00	10
	987	00	06	56
	984	00	00	10
	985	00	03	64
	986	00	01	10
	982	00	00	10
	971	00	01	08
	970	00	01	61
गारेडिपन्वना	1735	00	01	65
	1734	00	00	10
	1736	00	00	34
	1737	00	11	62

तहसील - बालिपाटणा	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	1730	00	03	89
	1731	00	00	89
	1724	00	00	81
	297	00	08	22
	298	00	00	71
	304	00	06	57
	305	00	01	87
	303	00	00	77
	307	00	06	34
	306	00	00	30
	308	00	00	50
	196	00	00	10
	310	00	08	67
	195	00	04	43
	194	00	15	85
	312	00	00	31
	192	00	01	00
	396	00	19	13
	395	00	00	30
	394	00	02	11
	397	00	01	01
	398	00	00	94
	399	00	00	92
	410	00	01	63
	409	00	00	47
	400	00	13	78
	401	00	00	10
	408	00	00	22
	403	00	13	40
	455	00	00	30

तहसील - बालिपाटणा	जिला - खोद्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	456	00	14	09
	457	00	02	67
	458	00	01	44
	466	00	01	10
	465	00	00	40
	464	00	00	10
	460	00	00	20
	462	00	00	84
	461	00	01	08
	477	00	01	21
	478	00	02	00
	479	00	01	47
	551	00	03	32
	552	00	00	10
	548	00	00	36
	549	00	00	35
	550	00	03	29
	545	00	01	66
	559	00	00	69
	557	00	04	10
	558	00	11	00
	560	00	01	12
	561	00	02	75
बिस्वनाथपुर	3421	00	00	99
	2258	00	02	22
	2257	00	02	10
	2256	00	01	94
	2267	00	00	30
	2514	00	00	33
	2513	00	00	19

तहसील - बालिपाटणा	जिला - खोर्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	2512	00	08	82
	2510	00	05	39
	2509	00	01	03
	2503	00	00	10
	2504	00	06	77
	2502	00	00	23
	2501	00	05	21
	2500	00	09	62
	2498	00	00	61
	2518	00	00	59
	2542	00	01	27
	2543	00	03	25
	2541	00	14	05
	2539	00	00	10
	2540	00	01	50
	2545	00	00	79
	2547	00	05	11
	2548	00	06	21
	2550	00	07	88
	2551	00	04	87
	2553	00	00	30
	2558	00	05	89
	2559	00	00	20
	2585	00	00	87
	2606	00	00	78
	2607	00	03	83
	2608	00	06	24
	2604	00	01	84
	2609	00	00	38
	2599	00	00	92

तहसील - बालिपाटणा	जिला - खोन्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	2603	00	17	07
	2610	00	00	30
	2619	00	02	03
	2620	00	14	40
	2623	00	02	73
	2625	00	04	00
	2628	00	11	03
	2629	00	04	59
	3432	00	01	40
	3147	00	00	20
	3146	00	12	69
	3145	00	07	11
	3144	00	07	35
	3138	00	00	20
	3137	00	03	72
	3437	00	00	71
	3131	00	09	97
	3425	00	00	74
	2998	00	02	92
	2999	00	12	46
	2996	00	01	26
	2985	00	02	19
	2984	00	01	77
	2983	00	01	35
	2982	00	03	04
	2981	00	00	10
नुआपडा	91	00	08	02
	89	00	00	10
	88	00	01	43
	87	00	01	86

तहसील - बालिपाटणा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	83	00	09	90
	82	00	02	66
	84	00	03	13
	95	00	06	55
	81	00	02	30
	97	00	05	54
	98	00	06	24
	99	00	03	19
	102	00	01	96
	101	00	01	55
	103	00	03	69
	104	00	08	37
	105	00	06	70
	1024	00	00	85
	112	00	01	34
	114	00	06	02
	115	00	04	35
गन्नेस्वरपुरसासन	301	00	02	02
	302	00	00	45
	300	00	01	82
	298	00	00	66
	297	00	04	62
	291	00	00	99
	290	00	10	07
	289	00	06	33
	284	00	02	82
	287	00	03	61
	208	00	00	54
	207	00	00	90
	202	00	12	47

तहसील - बालिपाटणा	जिला - खोद्दा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	206	00	08	11
	205	00	01	39
	204	00	08	32
	173	00	03	85
	169	00	01	83
	168	00	01	27
	161	00	12	84
	162	00	08	23
	167	00	06	57
	135	00	00	48
	134	00	00	60
	109	00	10	09
	110	00	12	61
	106	00	01	27
	105	00	13	13
	120	00	06	89
	122	00	00	15
	121	00	02	68
	124	00	02	28
	123	00	01	01
	125	00	15	43
	70	00	00	48
	69	00	00	63
	18	00	00	10
	17	00	14	10
	15	00	08	28
	10	00	00	10
	11	00	11	87
	13	00	00	40

तहसील - बालिपाटणा	जिला - खोर्द्धा	राज्य - उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
	12	00	00	81
	6	00	01	22

[फा. सं. आर. 25011/19/2009 ओ.आर. II]

बी. के. दास, अवर सचिव

New Delhi, the 2nd December, 2009.

S. O. 3350.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), "Paradip - New Sambalpur - Raipur - Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - New Sambalpur - Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
PRATAPRUDRAPUR-2	367	00	21	17	
	368	00	21	46	
	369	00	00	65	
	415	00	06	15	
	365	00	03	15	
	366	00	00	25	
	350	00	03	03	
	349	00	05	53	
	348	00	00	47	
	347	00	00	10	
	318	00	04	98	
	316	00	06	35	
	317	00	07	58	
	420	00	00	53	
	4013	00	06	25	
	478	00	06	91	
	477	00	02	52	
	473	00	12	20	
	472	00	09	24	
	4116	00	08	57	
	468	00	07	06	
	467	00	09	60	
	466	00	12	16	
	422	00	00	42	
	441	00	08	10	
	459	00	11	43	
	444	00	04	27	
	445	00	06	15	
	449	00	00	10	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	448	00	06	20	
	446	00	04	26	
	447	00	01	71	
	450	00	01	53	
	451	00	05	34	
	452	00	01	10	
	453	00	01	35	
	1222	00	00	10	
	1221	00	00	14	
	1106	00	11	12	
	1105	00	07	96	
	1011	00	01	16	
	1001	00	05	70	
	1002	00	00	55	
	1003	00	02	68	
	1004	00	02	50	
	1006	00	02	61	
	1005	00	00	44	
	4149	00	02	78	
	1009	00	09	86	
	1014	00	09	63	
	1015	00	06	48	
	995	00	05	32	
	985	00	03	08	
	984	00	12	32	
	967	00	00	22	
	952	00	05	77	
	953	00	11	40	
	954	00	00	73	
	956	00	02	15	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	955	00	07	08	
	964	00	00	10	
	959	00	00	25	
	960	00	07	03	
	962	00	01	16	
	961	00	04	12	
	935	00	00	65	
	917	00	05	13	
	916	00	02	47	
	914	00	00	69	
	911	00	07	78	
	915	00	00	46	
	913	00	00	34	
	912	00	08	40	
	926	00	00	68	
SAHEB NAGAR	16	00	02	15	
	22	00	00	35	
	23	00	01	14	
	24	00	00	27	
	25	00	00	47	
	9	00	05	30	
	1	00	11	08	
	2	00	01	26	
BUDHANGADEULI	285	00	00	82	
	284	00	04	73	
	283	00	14	50	
	282	00	00	10	
	278	00	00	97	
	245	00	00	10	
	250	00	06	48	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	254	00	15	22	
	256	00	14	76	
	257	00	00	80	
	263	00	02	50	
	236	00	01	51	
	235	00	00	83	
	234	00	01	14	
	233	00	01	52	
	225	00	03	30	
	224	00	00	75	
	217	00	25	20	
	221	00	17	56	
	220	00	00	10	
	462	00	00	10	
	122	00	00	20	
	207	00	01	33	
	203	00	00	81	
	186	00	02	07	
	201	00	00	32	
	204	00	00	45	
	202	00	00	40	
	205	00	00	58	
	206	00	00	10	
	200	00	01	33	
	199	00	03	80	
	198	00	01	43	
	137	00	12	65	
	138	00	00	72	
	141	00	15	00	
	142	00	10	78	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
KIAJODI	130	00	00	77	
	147	00	00	90	
	148	00	00	10	
	146	00	02	78	
	151	00	01	25	
	152	00	01	21	
	153	00	00	20	
	150	00	00	58	
	154	00	01	75	
	996	00	03	63	
	997	00	04	41	
	992	00	02	78	
	973	00	02	33	
	1021	00	01	70	
	991	00	06	10	
	990	00	05	08	
	983	00	00	10	
	989	00	00	61	
	988	00	00	10	
	987	00	06	56	
	984	00	00	10	
GAREDIPANCHANA	985	00	03	64	
	986	00	01	10	
	982	00	00	10	
	971	00	01	08	
	970	00	01	61	
	1735	00	01	65	
	1734	00	00	10	
	1736	00	00	34	
	1737	00	11	62	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	1730	00	03	89	
	1731	00	00	89	
	1724	00	00	81	
	297	00	08	22	
	298	00	00	71	
	304	00	06	57	
	305	00	01	87	
	303	00	00	77	
	307	00	06	34	
	306	00	00	30	
	308	00	00	50	
	196	00	00	10	
	310	00	08	67	
	195	00	04	43	
	194	00	15	85	
	312	00	00	31	
	192	00	01	00	
	396	00	19	13	
	395	00	00	30	
	394	00	02	11	
	397	00	01	01	
	398	00	00	94	
	399	00	00	92	
	410	00	01	63	
	409	00	00	47	
	400	00	13	78	
	401	00	00	10	
	408	00	00	22	
	403	00	13	40	
	455	00	00	30	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	456	00	14	09	
	457	00	02	67	
	458	00	01	44	
	466	00	01	10	
	465	00	00	40	
	464	00	00	10	
	460	00	00	20	
	462	00	00	84	
	461	00	01	08	
	477	00	01	21	
	478	00	02	00	
	479	00	01	47	
	551	00	03	32	
	552	00	00	10	
	548	00	00	36	
	549	00	00	35	
	550	00	03	29	
	545	00	01	66	
	559	00	00	69	
	557	00	04	10	
	558	00	11	00	
	560	00	01	12	
	561	00	02	75	
BISWANATHPUR	3421	00	00	99	
	2258	00	02	22	
	2257	00	02	10	
	2256	00	01	94	
	2267	00	00	30	
	2514	00	00	33	
	2513	00	00	19	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	2512	00	08	82	
	2510	00	05	39	
	2509	00	01	03	
	2503	00	00	10	
	2504	00	06	77	
	2502	00	00	23	
	2501	00	05	21	
	2500	00	09	62	
	2498	00	00	61	
	2518	00	00	59	
	2542	00	01	27	
	2543	00	03	25	
	2541	00	14	05	
	2539	00	00	10	
	2540	00	01	50	
	2545	00	00	79	
	2547	00	05	11	
	2548	00	06	21	
	2550	00	07	88	
	2551	00	04	87	
	2553	00	00	30	
	2558	00	05	89	
	2559	00	00	20	
	2585	00	00	87	
	2606	00	00	78	
	2607	00	03	83	
	2608	00	06	24	
	2604	00	01	84	
	2609	00	00	38	
	2599	00	00	92	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	2603	00	17	07	
	2610	00	00	30	
	2619	00	02	03	
	2620	00	14	40	
	2623	00	02	73	
	2625	00	04	00	
	2628	00	11	03	
	2629	00	04	59	
	3432	00	01	40	
	3147	00	00	20	
	3146	00	12	69	
	3145	00	07	11	
	3144	00	07	35	
	3138	00	00	20	
	3137	00	03	72	
	3437	00	00	71	
	3131	00	09	97	
	3425	00	00	74	
	2998	00	02	92	
	2999	00	12	46	
	2996	00	01	26	
	2985	00	02	19	
	2984	00	01	77	
	2983	00	01	35	
	2982	00	03	04	
	2981	00	00	10	
NUAPADA	91	00	08	02	
	89	00	00	10	
	88	00	01	43	
	87	00	01	86	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village.	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	83	00	09	90	
	82	00	02	66	
	84	00	03	13	
	95	00	06	55	
	81	00	02	30	
	97	00	05	54	
	98	00	06	24	
	99	00	03	19	
	102	00	01	96	
	101	00	01	55	
	103	00	03	69	
	104	00	08	37	
	105	00	06	70	
	1024	00	00	85	
	112	00	01	34	
	114	00	06	02	
	115	00	04	35	
GANGESWARPURSASAN	301	00	02	02	
	302	00	00	45	
	300	00	01	82	
	298	00	00	66	
	297	00	04	62	
	291	00	00	99	
	290	00	10	07	
	289	00	06	33	
	284	00	02	82	
	287	00	03	61	
	208	00	00	54	
	207	00	00	90	
	202	00	12	47	

Tehsil : BALIPATNA		District : KHURDA		State : ORISSA	
Name of the Village	Plot NO.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
	206	00	08	11	
	205	00	01	39	
	204	00	08	32	
	173	00	03	85	
	169	00	01	83	
	168	00	01	27	
	161	00	12	84	
	162	00	08	23	
	167	00	06	57	
	135	00	00	48	
	134	00	00	60	
	109	00	10	09	
	110	00	12	61	
	106	00	01	27	
	105	00	13	13	
	120	00	06	89	
	122	00	00	15	
	121	00	02	68	
	124	00	02	28	
	123	00	01	01	
	125	00	15	43	
	70	00	00	48	
	69	00	00	63	
	18	00	00	10	
	17	00	14	10	
	15	00	08	28	
	10	00	00	10	
	11	00	11	87	
	13	00	00	40	
	12	00	00	81	
	6	00	01	22	

[F. No. R-25011/19/2009-O.R.-I]
B.K.DATTA, Under Secy

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 नवम्बर, 2009

का. आ. 3351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द जम्मू एण्ड काश्मीर बैंक लिमिटेड प्रबंधन के संबद्ध नियोजकों, और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 1326/2007 to 1332/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/106 से 110 तथा 22 व 122/2007-आई आर.
(बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th November, 2009

S. O. 3351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1326/2007 to 1332/2007) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of The Jammu & Kashmir Bank Ltd. and their workmen, which was received by the Central Government on 9-11-2009.

[No. L-12012/106 to 110 and 22 & 122/2007-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRIGYANANDRAKUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH**

Case I. D No. 1326/07 to 1332/07

1. Sh. Rajinder Singh S/o Sh. Ram Singh R/o V & PO Raika Labana, Tehsil, Samba, Distt. Jammu.
2. Sh. Ramesh Kumar Sharma S/o Sh. Bansi Lal C/H. No. 292, Sector B, Sainik Colony, Jammu.
3. Sh. Balkar Singh S/o Sh. Surjit Singh Village & PO Raika Labana Tehsil Samba, District Jammu.
4. Sh. Balwader Singh S/o Sh. Thoru Ram, VPO Pallanwala, Tehsil Akhnoor, District Jammu.
5. Sh. Parmesh Singh S/o Sh. Rattan Singh R/o Rajpur Jammu.
6. Sh. Sham Sunder S/o Sh. Nanak Chand, C/o Sh. Thondu Colony, Ban Brahmanae, Jammu.
7. Sh. Tarsem Lal S/o Sh. Ram Lal R/o Village Bonota, Tehsil & District R. S. Pura, Jammu.

Applicants

Versus

1. The Chairman & Managing Director, The Jammu & Kashmir Bank Ltd., Zonal Office, Rail Head Complex, Jammu.
2. The Chief Manager (Personnel), The Jammu & Kashmir Bank Ltd. Personnel Department, Zonal Office, Rail Head Complex, Jammu. Respondents

APPEARANCES

For the workman Sh. Ronak Singh, Union Representative

For the Management Sh. Ashok Jagga, Adv.

AWARD**Passed on 27-10-2009**

These seven references have been referred by Central Government under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) as follows:—

1. L-12012/106/2007/IR(B-1) dated 08-08-2007
2. L-12012/22/2007/IR(B-1) dated 08-08-2007
3. L-12012/122/2007/IR(B-1) dated 08-08-2007
4. L-12012/110/2007/IR(B-1) dated 08-08-2007
5. L-12012/109/2007/IR(B-1) dated 08-08-2007
6. L-12012/108/2007/IR(B-1) dated 08-08-2007
7. L-12012/107/2007/IR(B-1) dated 08-08-2007

After receiving the references, parties were informed. Both of the parties filed their pleadings. On perusal of the pleadings, it is evidently clear that the main controversy in these references is whether the workmen were appointed by the Management of respondent bank as temporary Security Guards against permanent vacancy? Further consequential issue to be adjudicated is whether the workmen are entitled for regularization of their services as prayed?

Common questions of law and facts are involved in all these seven references, hence, for ends of justice all the references are hereby answered by this award.

All the workmen have preferred to raised individual Industrial Dispute on the ground that they were temporarily appointed by the management of respondent bank as Security Guard on consolidated salary against a clear vacancy. Every workman has provided with and filed copy of letter by which they were appointed as Security Guard-watchman by the respondent bank. It is also the claim of the workmen that they were appointed against the reserved vacancies. They continually served in the same capacity in violation of the provisions of Bipartite Settlement applicable to the parties. It is further claimed by the workmen that they are working in the same way as the permanent Security Guards and are denied the equal pay for equal

work in violation of article 14 of the Constitution. The management of respondent bank cannot continue the workmen in the temporary capacity as per paras 25.7 and 25.8 of the Bipartite Settlement dated 19-10-1966. On the basis of above contention, all the workmen have prayed for an order regularization of their services with retrospective effect.

The management of the respondent bank raised certain preliminary objections. The relationship of employer-employee has been challenged by the management of the respondent bank. It is mentioned in written statement filed by the management that there is no relationship of master and servant between the workman and the respondent bank and accordingly, Section 25-B of the Act is not applicable. On merits, it is contended by the management of the respondent bank that the workmen were not appointed against any substantial vacancy but they were appointed on contract temporarily and they are not, as per their nature of services rendered to the bank, entitled for any post.

Parties were afforded the opportunity of being heard. Every workman preferred to file his Affidavit and was cross-examined by learned counsel for the management. On the other hand, Abdul Rau Bhatt, Senior Executive Manager, HRD Division, filed his affidavit in all the cases and he was cross-examined by the learned counsel by the workmen. The appointment letter has been filed by every workman. No other document has been filed by any of the parties. I have heard parties at length and perused the entire materials on record.

Learned counsel for the workmen has submitted that the act of the management by appointing the workmen on temporary basis and shown them on so called contract, is an unlawful labour practice. There were confirmed vacancies against which the workmen were appointed. The work was of continuous nature and continuation of work on the basis of same fixed wages is against the provisions of Bipartite Settlement dated 19-10-1966. Learned counsel for the workmen has also submitted that in similar case Balbir Singh Versus the Chairman and Managing Director, Jammu & Kashmir Bank Ltd., CGIT-cum-Labour Court-II, has directed the management of the bank to regularize the services of the workmen. Learned Counsel for the workmen on parity of the said Award has prayed for an order of the Tribunal for directing the management for regularizing the services of the workmen.

Learned counsel for the management has challenged the contention of the workmen on the grounds of maintainability of preferences. It is submitted by learned counsel for the management that every workman was engaged and employed on a contract for a fixed term and fixed wages. There has been no master-servant relationship between the management of respondent bank and the workman. Learned counsel for the management has further

argued that appointment of every workman was temporary in nature, hence, the provisions of Bipartite Settlement are not applicable. The management relied on a judgment of Hon'ble the Supreme Court in the case of Uma Devi & others Versus Secretary State of Karnataka & others, J.T. 2006(4) SC-42. As per the arguments of the management under the provisions of law laid down by the Apex Court, the services of the workmen cannot be regularized.

After hearing the parties and perusing the materials on record, the main issues for adjudication of this Tribunal are as follows:—

1. Whether workmen are the employees of Jammu & Kashmir Bank Ltd., and there exists a relationship of employer-employee between them?

2. Whether the workmen are working with the management of the bank as per the terms and conditions of appointment order annexed with the statement of claim?

3. Whether the workmen are entitled for the relief sought by them in the statement of claim?

So far as the employer-employee relationship between the management and the workman is concerned, the issue is dealt with by Hon'ble the Apex Court in several judgments. The latest judgment in which this issue is dealt with by the Hon'ble the Apex Court is 2008-ILR-801 GM, ONGC, Silchur Vs. ONGC Contractual Union's case. In the above mentioned case law, Hon'ble the Apex Court has held that if the appointment is made by any organization, there is direct master-servant relationship between the management and the workman. Wages are paid by the organization and the workman is directly under the administrative control of the management, it shall be considered that there exist an employer-employee relationship between the employer and employee.

I have gone through the appointment letter issued to every workman. The plain reading of the order providing the employment to the workman shows that workman was engaged as Armed Guard-cum-Night Watchman on contract basis for further duties. The fixed wages are not mentioned in the order, but it is admitted to the parties that workmen were paid a fixed wages. On the basis of this letter, the management of the respondent bank has argued that all the workmen are working on contract for fixed term and fixed wages. It is admitted fact that from the day of appointment of the workmen, they are working with the management in terms of the order providing them the employment. This Tribunal has to determine, whether the nature of employment of every workman is governed by a single word mentioned in the order providing them the employment. Undoubtedly, in appointment letter word contract is used. But in my view this word 'contract' is to be interpreted differently as per the facts and circumstances of the case and as per the language used in the order. This term 'contract' cannot be interpreted in isolation and the

Tribunal should not form an opinion that as term "contract" is used in the order, the workman became the employee on contract and have no master-servant relationship.

I am not inclined to accept the contention of the management of the respondent bank that provisions of Bipartite Settlement are not applicable in this case. Respondent bank is a Governmental organization having its rules and regulations in the form of Bipartite Settlement. The respondent bank is one of the contracting parties to the Bipartite Settlement and there cannot be any act of the bank beyond its rules and regulations. The bank cannot act arbitrarily and is bound to act under the provisions of rules and regulations. The Bipartite Settlement dated 19-10-1966 is one of the settlement governing the acts and activities of the respondent bank. Accordingly, in my view provisions of Bipartite Settlement are applicable between the parties. In terms of paras 20.7 and 20.8 of the Bipartite Settlement (supra) temporary workman could be appointed only for a limited period of work;

- I. It is essentially a temporary in nature; or
- II. It is the increase of workman of permanent nature; or
- III. In a temporary vacancy caused by an absence of a permanent workman.

As per the provisions of para 20.8 of the Bipartite Settlement, the temporary appointment should not exceed for a period of three months. No doubt the term used in para 20.8 of Bipartite Settlement gives discretion to the respondent bank to extend the period of three months, but this discretion should be used fairly and bonafide. In the present references all the workmen were appointed against the post, but as per the contention of the workmen their appointment was temporary. The temporary appointment is governed by para 20.7 and 20.8 of the Bipartite Settlement. The bank is unable to prove that the work for which the workmen were appointed was temporary in nature. There was increase in the work for such temporary appointment or vacancy was caused for the absence of permanent workman. All the workmen are working as such for a pretty long time. Their serving as such is not only against the provisions of para 20.7 and 20.8 of the Bipartite Settlement, but against the provisions of Industrial Disputes Act, 1947. By inserting one word "contract basis", the management tried to prevent the workman to exercise any right to be accrued under the provisions of Industrial Disputes Act. On the other hand, the management of respondent bank has itself claimed the appointment of workmen as temporary one, which is against the provisions of Para 20.7 and 20.8 of the Bipartite Settlement.

The Tribunal has to evaluate the work done and functions discharged by the workmen to create the relationship between them. Such functions of the workmen are reflected by their act and the legislative provisions.

The act of the management of respondent bank to continue the services of every workman till further orders shows that all the workmen were appointed against the existing work. It is not disputed that vacancies are lying vacant. I am unable to understand who prevented the management for appointing the regular Armed Guard-cum-Watchman against the available permanent vacancies and continue to take work from the workman on the basis of the appointment order. It shows that workmen were appointed temporarily against a permanent work available with the bank and to prevent the workmen to claim any beneficiary right under the Industrial Disputes Act or under the Bipartite Settlement, their appointment was mentioned as on "contract basis". It is nothing but an unlawful labour practice.

Thus, the appointment of the workman cannot be considered on contract basis and for this Tribunal all the workmen were appointed temporarily for permanent work available in the bank. All the workman, accordingly, are to the employees of the Respondent Bank.

The next question arises whether this Tribunal can play the role of an appointing authority? In my view, this is not within the jurisdiction of this Tribunal to play the role of the appointing authority on behalf of the management of the bank. Thus, the only remedy available in all these reference from this Tribunal is a proper direction to the management to appoint the persons against permanent vacancy as per the rules of the department and on the basis of experience the workman had and period of length they served with bank, their candidature be considered on priority while making such appointment.

It is settled principal of service jurisprudence that a temporary employee has no right to post. He cannot claim for the regularization of the services just on the basis of the fact that he was working temporarily unless and until the rule of the department does permit the management for such regularization. Para 20.7 and 20.8 of the Bipartite Settlement only classified the nature of temporary service. It does not contain the provisions regarding consequence of failure of management in disobeying the provisions. In my view, as the workmen have completed a long tenure as temporary employee does not vest any right in them for seeking regularization of their services. The regularization of the services is the act of the management. If the principle laid down in Uma Devi's case (supra) is also taken into consideration, none of the workman has completed 10 years of service, instead of that it will be proper to direct the management to lay down the policy for regularization of the services/permanent appointment of Security Guards as per rules of the management of respondent bank. I am unable to pass any presumptory direction that if management fails to frame any policy or

make recruitment as per the rules of the bank, all the workmen shall be considered to be the permanent employee of the bank because if it is done it will amount to discharge the functioning of the bank by this Tribunal, which the law does not permit. Thus, the award passed by the Tribunal of the concurrent jurisdiction having no legal binding force on this Tribunal cannot be accepted on presumptary direction for considering the workman as permanent employee on regularization of their services in case of failure of management to frame any policy or making permanent recruitments.

On the basis of facts and circumstances to these references, it is clear that two possible directions can be given by this Tribunal for redressal of the grievances of the workmen.

1. Directing the Management to frame a policy for regularization of the services of the workmen, if rules and regulations of the management of respondent bank permit to do so.
2. Directing the Management to recruit the Security Guard-cum-Watchman on permanent basis as per the rules of the department giving the preference to all the workmen on the basis of their seniority and work experience.

On the basis of above discussions, I am of the view that all the workmen are working as temporary employee continuously for a long period with the bank. Their existed and still exists a master and servant relationship between them. They are paid the wages by the management of the respondent bank and are under the administrative control of the respondent bank. For the continuous service they rendered to the bank they cannot be considered as on contract. They are working against the permanent Work available with the bank.

Instead of it, on issue of regularization of the services of the workman, I am duty bound to restrain myself to assume the power of appointing authority lying with the management of the respondent bank. The only remedy available to the workmen, in my opinion, is an appropriate direction to the management to frame a policy for regularization of the services of the workmen, if possible, under the rules of the bank or a direction for permanent appointment against the permanent vacancies with preferential right to the workmen as per the rules of the department. The management is directed to comply with the directions within three months from the date of publication of this Award. All the references are accordingly, answered. Let Central Government be informed for publication of the award, and thereafter, file be consigned to the record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 10 नवम्बर, 2009

क्र. आ. 3352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 122/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-11-2009 को प्राप्त हुआ था।

[सं. एल-12011/49/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th November, 2009

S. O. 3352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workman, which was received by the Central Government on 10-11-2009.

[No. L-12011/49/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI RAM PRAKASH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SHARM BHAWAN, ATI
CAMPUS, UDYOG NAGAR, KANPUR

Industrial dispute case No. 122 of 99

Industrial Dispute Between :—

Sri B. P. Mishra, President,
State Bank of India Karamchari Sangh,
C/o Ravi Pratap Narain Singh,
119/525, Darshan Purwa, Kanpur.

AND

The Chief General Manager,
State Bank of India,
Hazaratganj,
Lucknow.

AWARD

1. Central Government, MOL, New Delhi, vide its notification No. L-12011/49/98 - IR(B-I) dated 5-5-99, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of State Bank of India in premature retiring Sri R. B. Pandey from the service of the bank on 01-01-96 is justified? If not what relief, the workman is entitled?

3. The case of the workman in short is that he was an employee of the opposite party at the post of Jamadar. It is alleged by the workman that on the basis of school leaving certificate original of which was submitted to the opposite party at the time of procuring employment where the date of birth has been recorded as 1-1-1939 and this date of birth is also recorded in the service record of the workman. It is also alleged that the date of birth is written in Hindi (Nagiri Lipik). It is claimed by the workman that the opposite party misunderstood the word "9" of (Nagiri Lipik) as word "6" appearing in the date of birth 01-01-1939, accordingly the opposite party retired the workman with effect from 1-1-1996. In this way the opposite party retired the workman three years before prematurely. It is also alleged that the opposite party tried to retire the workman at the age of 58 years but having regard to his good health and on the basis of Bipartite Settlement dated 31-3-67 the service period the workman was extended for two more years. On the basis of above pleadings it has been prayed that the action of the management in retiring the workman prematurely three years before be held to be unjust and illegal and the workman be given the benefit of wages and allowances, house rent allowance, CCA, Medical allowance, vehicle allowance, uniform allowance and LTA etc.

4. The opposite party has denied the overall assertion of the claimant. It is stated by them that the date of birth of the claimant was mentioned as 01-01-1936. His date of birth was never recorded as 1-1-1939, in his service record. He has joined the service on 07-05-1954. It is also stated that the claimant has joined the service in the Imperial Bank of India on 7-5-1954, if his date of birth would have been 1-1-39, then he would have been a minor just 15 years 7 months old on the date of joining the service, which was not permissible under law. As per rule and procedure a person, who has attained the age of 18 years used to be employed as an employee in the Imperial Bank of India. The claimant has been superannuated after attaining the age of 60 years on 31-12-95. It is admitted that after attaining the age of 58 years on 31-12-93, the health condition of the claimant was found fit, so extension of two years in service ending on 31-12-95 was allowed by the bank. A letter dated 27-6-94 was given to the claimant and thereby his services due to good health and satisfactory work were extended up to 30-12-94. Letter is Annexure D-2. Another letter dated 30-1-95 was delivered to Sri Pandey on 30-1-95 and thereby his services were extended up to 30-6-95 which was received by him. *Vide* this letter his services were extended up to 31-12-95. He was also informed that the service rendered by him beyond 58 years would not be counted for the purpose of calculating pension etc. These letters are Annexure D-3 and D-4 respectively. On 30-11-95 Sri Pandey had issued a letter at the address of the State Bank of India, Provident

Trustee, Central Office, Bombay, and thereby had acknowledged that he would retire on 31-12-95. This letter was forwarded by the Branch Manager, State Bank of India, which is Annexure D-5. After retirement Sri Pandey had submitted an application dated 14-11-96 to the Chief General Manager of the bank in respect of payment of his pension. In this letter he had specifically admitted that he had retired from the service on 1-1-1996, copy of the letter is Annexure D-6. Letter dated 8-11-96 was received by the bank and replied *vide* letter No. RDS/140 dated 19-12-96. Therefore, the claim of the claimant is wrong, and false, hence denied and prayed for rejection of the application.

5. The claimant has also filed rejoinder. It is admitted that he joined the service in the Imperial Bank of India but stated that at that time it was not necessary that a waterman should be 18 years of age when he was employed. He stated that he studied only up to class V and had submitted only his primary school leaving certificate to the bank on appointment. He denied the other contentions made in the written statement of the opposite party bank and reiterated his own facts.

6. The claimant has filed three documents *vide* list paper no.3/1, which are the photocopies. The documents are copy of notice dated 8-11-96, by registered post, copy of postal receipts, letter dated 19-12-96 of SBI addressed to the President, United Trades Union Congress. He has also filed paper No.3/6 letter issued by State Bank of India dated 13-12-96. He has also filed photocopy of school leaving certificate paper No.3/7. Claimant has also filed original documents *vide* list No. 27/1. These are the documents of which photocopies have been filed.

7. Opposite party has also, filed documents 6 in numbers which are original service sheet of the claimant, original letter dated 27-6-94, letter dated 30-1-95, original letter dated 30-6-95, issued by the opposite party bank to Sri R B Pandey and letter dated 30-11-95, submitted by Sri R B Pandey to the opposite party bank and letter dated 14-11-96 submitted by the claimant to the opposite Party bank.

8. In oral evidence the claimant has produced himself as WW.1. Opposite party bank has also adduced oral evidence of Sri Ramesh Chandra Verma as M.W.1 who is a desk officer.

9. I have thoroughly considered the documentary as well as oral evidence opposite adduced by the parties and heard the arguments of the opposite parties at length.

10. The bank has provided original service record of the claimant. It is the contention of the opposite party that dispute has been raised by the claimant after a long period of retirement. It is also contended that after 58 years age of the claimant he was given extension in service of six

months frequency, considering his health and satisfactory service but he never raised any objection that his date of birth is 1-1-39 and not 1-1-36. Letter No. D-2 dated 27-6-94 has been addressed to the claimant by the branch by means of which the service of the claimant is extended up to 30-12-94. Another letter D-3 is dated 30-1-95 shows extension of service up to 30-6-95 and letter dated 30-6-95 shows extension of service till 31-12-95. These letters have been received by the claimant. No objection has been raised at that time. Another letter D-5 indicates that the claimant had given application addressed to the bank where in he has claimed that he is going to retire from the service on 31-12-95 and he has requested for the refund of the P.F. amount. Another letter dated 14-11-96 given by the claimant to the Chief General Manager State Bank of India asking for payment of pension, wherein he has also again stated that he retired on 1-1-96. All these letter shows that he retired on 1-1-96 after he got superannuated. There is no indication in any of these letters that he has been retired prematurely.

11. I have gone through the oral evidence. These letters have been admitted by claimants. It is the contention of the claimant that the original of school leaving certificate was given to the employer i.e. Imperial Bank of India but it does not find any solid evidence. The claimant has filed duplicate copy of school leaving certificate, though in this certificate date of birth has been shown as 1-1-39, but this tribunal cannot take the cognizance of this second copy unless proved by evidence. The claimant has not brought the original record of school before the tribunal and the Head Master has not been produced. This copy was also given to the bank official when he got retired. I consider that he himself contends in a number of letters that he got superannuated on 1-1-96. He also contends that after 58 years he was given extension of service till 60 years. I think that at this stage to hold that the date of birth of the claimant is 1-1-39 and not 1-1-36, the claimant should have produced reliable and solid evidence. In such cases evidence should have been such type of evidence which should stood on 4 pillars. Opposite party has totally contradicted the claim of the claimant, the statement of MW.1 Sri Ramesh Chandra Verma cannot be disbelieved on this point and the statement of claimant W.W.1 does not inspire confidence.

12. Opposite party has also produced ruling 1996 Lab IC 913 (SC) Union of India and others *versus* Mrs. Saroj Bala respondent.

13. It is held by the Hon'ble Apex Court that a candidate from an educated family remained in service for 18 years —seeking correction in date of birth—held not permissible.

14. Another ruling 1996 Lab IC 479 Allahabad High Court, M/s. Tanneryfoot Wear Corporation of India *versus* Labour Court.

15. In this case also no objection taken all these years. Objection raised 8 months before the retirement liable to be rejected on the ground of laches.

16. Therefore, considering the facts of the case and the ruling adduced by the opposite party and going through the law, held by the Hon'ble Apex Court, I am of the view that the claimant has not been able to prove his case.

17. Therefore, the claim is decided against the claimant and in favour of the opposite party.

18. Award is given accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 नवम्बर, 2009

का. आ. 3353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुंबई के पंचाट (संदर्भ संख्या 23/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/412/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th November, 2009

S. O. 3353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2002) of the Central Government Industrial Tribunal-cum-Labour Court-2 Mumbai as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 11-11-2009.

[No. L-12012/412/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT A. A. Lad, Presiding Officer

REFERENCE No. CGIT-2/23 of 2002

Employers in Relation to the Management of State Bank
of India, Zonal Office

The Assistant General Manager (Ops.),
State Bank of India

Madhuli Building, 1st floor,
Annie Besant Road,
Near Poonam Chambers,
Mumbai-400 018.

AND

Their Workmen
The General Secretary
State Bank of India Staff Union,
68/86, Harkoovarbhai Building,
Pandit Bakle Path,
Thakurdwar Road,
Mumbai 400 002.

APPEARANCES

For The Employer : Mr. M. G. Nadkarni,
Advocate
For The Workman : Mr. R. B. Chavan,
Advocate

Mumbai, dated 24th august, 2009

AWARD PART-II

The Government of India, Ministry of Labour by its Order No. L-12012/412/2001-IR(B-I) dated 06-03-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of State Bank of India, Mumbai dismissing the services of Mr. S. G. Kokate, an ex-Daftary, with effect from 29/3/2000 is justified? If not, what relief the workman concerned is entitled?”

2. Claim Statement is filed by the General Secretary of Union at exhibit-8 making out case that, the concerned workman Shri S. G. Kokate was working with the first party. When he was working as Daftary at Worli Sea face Branch, his services were illegally terminated and the said action was taken without following due process of law. He was illegally terminated. Enquiry conducted was a farce. Charges were vague. No opportunity was given to the concerned workman to test the evidence of the first party. The witnesses were not made available for cross to the concerned workman. No opportunity was given to the concerned workman to justify the documents and evidence on which the management relied and observed concerned workman guilty of the charges. The report of the investigations made by one M. Prabhu was not made available for cross and as such said report was not justified. He was not examined by the Inquiry Officer. Even said witness was not made available for cross to justify his report. Bank Manager who submitted report was also not examined and made available for cross. Concerned workman when was on leave was called and some writing was taken

from him. First party relied on it and treated it as an admission of concerned workman and acted upon it and proceeded to terminate his services without any reason. So it is submitted that, enquiry was not conducted by following due process of law, finding given by the Inquiry Officer is perverse and the punishment awarded is disproportionate.

3. This is disputed by the first party by filing written statement at Ex-10 stating and contending that, the case made out by the second party in the Statement of claim is not admitted to it. It is denied that, enquiry was not conducted by following due process of law. It is denied that, no opportunity was given to the concerned workman. It is denied that documents and witnesses were not made available to the concerned workman to testify them. It is denied that, Inquiry Officer did not flow the procedure and conducted inquiry as per his own ideas. It is denied that, Inquiry Officer was not having evidence before him to conclude against the concerned workman. According to first party, no case is made out by second party. Nothing is stated by the second party about the charges leveled against the concerned workman. There were serious charges leveled against the concerned workman of not depositing the amount of customers but in reality depositing less amount in the account of the concerned customers than the actual amount given for deposit. Such instances were noted and were admitted by the concerned workman and since it was a serious offence and admitted by the concerned workman, punishment awarded was just and proper and does not require any interference.

4. Rejoinder was filed by second party at Ex-11 stating and contending that whatever he has stated in claim statement is true and correct and whatever stand taken by first party in written statement is not admitted to him. He further contended that, charge of misconduct was not proved against him and no full opportunity was given to him in the inquiry. He denied the so called contention taken by the first party and deny the complaint of Gajmal and denied that he admitted the charges leveled by Mrs. Gajmal. He prayed to reinstate with ancillary benefits.

5. In view of above contention; my Learned Predecessor framed issues at Ex-12. Out of them, issues Nos. 1 & 2 were treated as preliminary issues which were on the point of fairness of inquiry and perversity of findings. By passing part-I award on 15-11-2007, this Tribunal observed inquiry not fair and proper and findings perverse. This Tribunal directed both parties to appear on the point of action taken by the first party against the concerned workman.

6. So now, issue of decision taken by first party against the concerned workman remains which is taken for consideration and framed at Sr. No. 3 of Ex-12 and answered as follows :

Issues	Findings
(iii) Whether the action of the management of State Bank of India, Mumbai in dismissing the services of Mr. S.G.Kokate an ex-Daftary w.e.f. 29-3-2000 is justified?	Yes.
(iv) What relief the workman concerned is entitled?	No relief.

Reasons

Issues Nos. 3 & 4

7. By raising dispute of termination, second party claim that he was illegally terminated and prayed to reinstate. It is his case that, he never gave confession on which officer of first party relied and held him guilty of misconduct. It is his case that, by bringing pressure, said confession was obtained from him. His case is that he never admitted guilt of charge of misconduct and responsible for alleged act.

8. At the time of passing Part-I award, the affidavit filed by second party remained unchallenged where in he claimed that no opportunity was given and inquiry was not fair and proper. Even he claims that, findings of Inquiry Officer was perverse. Since said witness was not cross-examined by first party and since no inquiry proceedings was placed on record by first party, this Tribunal observed inquiry not fair and proper and findings perverse.

9. Now, this time first party to justify its action of termination, examined four witnesses. Witness Prabhakar T. Prabhu was examined by first party by filing his affidavit at Ex-29 in lieu of examination-in-chief where in he speaks about complaint given by Asha Gajmal alleging that, she gave Rs.5000 to second party workman Kokate to open new savings account. She alleged that second party Kokate accepted Rs.5000 and gave counterfoil with entry of Rs.5000/- but actually deposited Rs.500 mentioning said in the pay in slip. She alleges that, even Kokate gave pass book by making entry of Rs. 5000 in her savings account though actually he deposited Rs.500 in her account. She further alleges that, her father gave Rs.30,000/- to Kokate to keep it in the Bank as fixed deposit. She alleges that, Kokate accepted said amount and prepared passbook of Rs. 30,000 and gave it to her father but actually Kokate did not deposit said amount in the Bank. Even this witness alleges that, Kokate was called through Bank's watchman and on approaching bank he admitted the complaint of Gajmal and made a confessed in writing to that effect as well as deposited Rs. 12,000. In the cross, this witness stated that, except these allegations, no other charge was leveled against second party. Even this witness alleges that except that complaint no other grievances about his work are there against second party. Even he admits that,

in the inquiry, father of Asha Gajmal was not examined. Even witness admits that father of Asha Gajmal did not complain about money not deposited by concerned workman. It is admitted by this witness that, concerned workman was working as Daftary and is not concerned with account opening activity. He admits that, he was present at the relevant time in the bank and he did not note any abnormal things during that period. He admits that, second party was of helping nature. He also admits that, deposit slip is at Ex-27 by which Asha Gajmal has opened account and it bears signatures of Ms. Asha Gajmal, complainant and Warang the Cashier of the Bank. Then management examined Smt. Vijjayanti S. Saraf by filing her affidavit at Ex-31 in lieu of examination-in-chief and where she speaks about attendance of second party on 11-12-1997 when alleged confession letter was written by him. In the cross, this witness states that it was morning busy schedule of the bank. She stated that, second party was present and was writing in her presence. She states that, Kokate took 25 to 30 minutes to write that. Then management examined N.M. Warang at Ex-32 by filing affidavit in lieu of examination-in-chief who speaks about Kokate's visit on 2-5-1996 when account of Asha Gajmal was opened, when he worked as a Cashier and accepted Rs. 500 given by Kokate. In the cross this witness admits that, there was crowd in the Bank as it was beginning of the month. Even he admits that he do not know Asha Gajmal. He admits that, he learnt from Kokate about her. Even he unable to gather whether Asha Gajmal was present or not on that date in the Bank. He admits that Ex-27 is about Rs. 500/- and not more than that amount.

10. Then management examined Asha Gajmal by filing her affidavit at Ex-33 in lieu of examination-in-chief who narrated all the story of her attending Bank on 2-5-1996 to open savings account. She also states about Rs. 30,000 given by her father to Kokate, second party workman, to keep it in the bank as fixed deposit. In the cross, she states that, her father was working in Police Department who was a Constable. She states that she did not know kokate but came to know on 2-5-1996. She states that, though she was married, she opened her account in her old name. She admits that her father did not complain about concerned workman and on that management closed evidence by filing purshis at Ex-34.

11. Where as second party examined himself by filing his affidavit at Ex-35 in lieu of examination-in-chief where he gave all story again regarding fairness of inquiry, as well as finding of Inquiry Officer and claimed that he is not responsible for said misconduct as alleged. In the cross he admits that, he did not complain about alleged confession taken by force from him in writing before Prabhu. He admits that he was working as Daftary in the branch. He admits that, he has not complained about Prabhu alleging that by using force he took that writing. On that he closed evidence by filing purshis Ex-36.

12. Written Arguments are submitted by First party at Ex-37 with citation which is replied by second party by filing written arguments at Ex-39 with some citations.

13. Perused written submission of both and the citations referred by them.

14. Here, case of second party revolve around alleged confession made by him on which bank rely. Copy of said confession is produced with Ex-27 page 5 & 6 where he has written in his hand writing that Rs. 5000 was given by Ms. Asha Gajmal to open savings account but actually he deposited Rs.500 and gave slip of Rs.5000 by adding one zero on her receipt. Even in another confession, he admits that her father had given him Rs. 30,000 to keep it in bank as fixed deposit for six months. There he admitted that, instead of keeping said in the bank, he kept it with him and gave pass book mentioning Rs. 30,000. Here it is to be noted that, second party is not disputing the handwriting and contents of writing from copy of documents produced at page 5, 6 of Ex-27. His case is that, said was taken by using force. However as referred above, second party in his cross admits that, he did not complain about said confession allegedly taken by using force. Even he admits that, he has not complained about Prabhu alleging that, he used force to take writing. He admits that, he did not complain anywhere about said act of the bank. That means concerned workman admits that, he gave said writing voluntarily admitting that he kept Rs. 4,500 in his custody and Rs. 30,000 of Asha Gajmal and her father respectively. One also cannot ignore that father of Asha Gajmal was in police.

15. Here, charge of misconduct was leveled against concerned workman. Bank has produced copy of complaint of Gajmal and copy of challan given to Gajmal of Rs. 5000 as well as counter slip of bank mentioning Rs. 500 regarding same transaction at page 3 and 4 of Ex-27. Said supports the story of the bank which reveals that concerned workman gave counter foil of Rs. 5000 to M/s. Asha Gajmal but actually he deposited Rs. 500 by mentioning said on the copy of challan of the bank which was mentioned in the account of Asha Gajmal as a deposit of Rs. 500. Beside concerned workman deposited Rs. 10,000 as a penalty and he has not complained about said any where nor claim it from Bank nor he filed any complaint against bank to recover said amount.

16. No doubt, Bank has not produced Inquiry proceeding but has produced copy of finding of Inquiry Officer. When Bank rely on the confession of second party workman and concluded second party guilty of misconduct, as far as this is concerned, it is not challenged by the second party except saying that, said taken by force. However as stated above, second party did not complain about alleged act of bank by alleging that, Bank by using force obtained confession in writing from him. Even he admits that, he has not complained against Prabhu. When

that is the fact, it required to be considered in the light of evidence produced by the Bank and the stand taken by second party. Though enquiry was held not fair and proper and findings on said enquiry was observed perverse, one has to consider what actually happened and what actually transpired? As stated above charge of misconduct was leveled against second party. First party has succeeded in showing that concerned workman was involved in the misconduct as far as case of Asha Gajmal is concerned. Bank has succeeded in showing that concerned workman is guilty of misconduct by not acting properly with the customers of the bank. Even Bank succeeded in showing that, concerned workman misused power while working as Daftary of the Bank and cheated customers of the bank.

17. One has to note that, Bank is trustee and custodian of the money of the public. If allegations of this type are leveled against such employee and are proved, one cannot ignore such incident as it spreads in the staff and gives bad signal. Here according to me, the evidence brought on record and case made out by first party bank is more than sufficient to conclude that, employee of this type does not deserve any leniency as expected by second party. So I conclude that, punishment awarded against concerned workman of dismissal is just and proper and does not require any interference.

18. First party has referred some citations more precisely citation published in AIR 1996 SC 1249, where it is observed that, punishment of dismissal in case of misappropriation is just and proper. Even citation published in 2002 II LLJ SC 1599 where Apex Court observed that a bank deals with public moneys and misappropriation of that money must be treated very differently. It also observed that misconduct cannot be taken lightly. Same view is taken by Apex Court while deciding case of Ganesh Santa Ram Sirur V/s. State Bank of India & anr. published in AIR 2005 SC 314 and citation published in 2003 (3) SCC 605. As far as citations referred by the second party's advocate are concerned, it is on the point of confession and on the point of enquiry which is not subject matter at this stage to consider since we are on the point of action taken by the management against concerned workman.

19. Considering all these and case made out by both, I conclude that action of the management in dismissing the services of concerned workman is just and proper and does not require interference. Hence the order:

ORDER

Reference is rejected.

A. A. LAD, Presiding Officer

Date : 24-08-2009

नई दिल्ली, 11 नवम्बर, 2009

AWARD

का. आ. 3354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक आफ इंडिया प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट (संदर्भ संख्या 1/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-12-2009 को प्राप्त हुआ था।

[सं. एल-12011/2/2000-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th November, 2009

S. O. 3354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2 Mumbai as shown in the Annexure in the Industrial Dispute between the management of Reserve Bank of India and their workmen, received by the Central Government on 11-12-2009.

[No. L-12011/2/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : Shri A. A. LAD, Presiding Officer

Reference No. CGIT-2/1 of 2006

Employers in relation to the Management of Reserve Bank of India

The Chief General Manager,
Reserve Bank of India,
Main Building,
Shahid Bhagat Singh Road,
Mumbai-400 001.

And

Their Workmen

All India Reserve Bank Employees Federation
The General Secretary,
All India Reserve Bank Employees Federation,
C/o. RBI Staff Canteen,
Amar Building, 2nd floor,
Sir P. M. Road,
Mumbai-400 001.

APPEARANCES

For the Employer : Ms. Jonaki Sain, Representative.

For the Workmen : Mr. M. B. Anchan, Advocate.

Mumbai, dated 16th September, 2009.

I. The Government of India, Ministry of Labour, by its Order No. L-12011/2/2000 IR (B-I) dated 28-12-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

"Whether the demand raised by All India Reserve Bank Canteen Employees Federation against the management of Reserve Bank of India vide their letter dated 23-3-98 addressed to the Governor, RBI (Copy enclosed) justified? If so, to what relief the concerned workman are entitled?"

2. Claim statement is filed by second party union at Ex.-8 and written statement by first party at Ex-10. Matter was fixed for framing issues.

3. However by Purshis Ex-19, union prayed to permit them to withdraw the reference. Hence the order :

ORDER

Vide Ex-19, reference is disposed of for want of prosecution.

Dated : 16-09-2009.

A. A. LAD, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

REFERENCE NO. CGIT-2/1 OF 2006

Employers in relation to the management of Reserve Bank of India

And

Their Workmen

MAY IT PLEASE THIS HON'BLE TRIBUNAL

In the above matter, the management has assured us that they will consider on demands favourably. Hence, we are not pressing our demands and such the same may disposed off.

Mumbai

Dated : 3-9-3009

For All India Reserve Bank
Canteen Employee's Federation

KESHAV K. MOOLYA, General Secy.

नई दिल्ली, 11 नवम्बर, 2009

का. आ. 3355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण-2 मुम्बई के पंचाट (संदर्भ संख्या 34/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/6/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th November, 2009

S. O. 3355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.34/2000) of Central Government Industrial Tribunal-cum-Labour Court-2 Mumbai now as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 11-11-2009.

[No. L-12012/6/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : Shri A.A.LAD, Presiding Officer

Reference No. CGIT-2/34 of 2000

Employers in relation to the Management of State Bank
of India

State Bank of India
Office of the Deputy General Manager, Zone-I
Old Prabhadevi Road
Mumbai-400025.

AND

Their Workmen

Smt. Meena Ghosalkar
C/o. The Deputy General Secretary
State Bank of India Karmachari Sena
State Bank of India, Zonal Office
Old Prabhadevi Road
Mumbai-400025.

APPEARANCES

For the Employer : Mr. M. G. Nadkarni Advocate

For the Workmen : Mr. J. H. Sawant Advocate. -

Mumbai, dated 4th September, 2009.

AWARD

1. The Government of India, Ministry of Labour, by its Order No. L-12012/6/2000 IR (B-1) dated 25-5-2000/30-5-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of

the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of State Bank of India, Mumbai by not regularising the services of Smt. Meena Ghosalkar is justified? If not, then what relief the workman is entitled to?”

2. Claim statement is filed by the concerned workman at Ex-7 which is denied by the first party by filing written statement at Ex-10. Issues were framed at Ex-11. Even this reference was disposed of once, by passing award on 5-2-2003. Then it was restored on the strength of order passed in Mics. Appln. CGIT-2/1 of 2003.

3. Now by Ex-21 second party reported that he does not want to proceed with the reference. Hence the order :

ORDER

In view of Ex-21, reference is disposed of for want of prosecution.

Date : 4-9-2009

A. A. LAD, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

REFERENCE NO. CGIT-2/34 OF 2002

State Bank of India .. First Party

V/s.

Their Workmen (Smt. Meena Ghosalkar) ..Second Party

Application for disposal
of Reference for want of
prosecution

MAY IT PLEASE YOUR HONOUR

Your Honour may be pleased to dispose of the Reference for want of prosecution as interested by workman.

Mumbai (JAIPRAKASH SAWANT)
Date : 4-9-2009 Advocate for Second Party

Hon'ble Tribunal
May pass appropriate
Orders in the matter
(M. G. Nadkarni)
Adv. For First Party (SBI)

नई दिल्ली, 12 नवम्बर, 2009

का. आ. 3356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थदन रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-I चण्डीगढ़ के पंचाट (संदर्भ संख्या

25/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2009 को प्राप्त हुआ था।

[सं. एल-41012/70/2001-आई आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th November, 2009

S. O. 3356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.25/2002) of the Central Government Industrial Tribunal-cum-Labour Court-1 Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, which was received by the Central Government on 12-11-2009.

[No. L-41012/70/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. No. 25/2002

Sh. Mauji Ram S/o Sh. Meda Ram, R/o Village Gousi Kheda,
PO Sainlik Kalia, District Jind. (Haryana)

Applicant

Versus

The Divisional Railway Manager, Northern Railway,
New Delhi-110001.

Respondent

APPEARANCES

For the Workman : Sh. A. K. Batra, Advocate.

For the Management : Sh. N. K. Zakhmi, Advocate.

AWARD

Passed on 3-11-2009

Government of India vide Notification No. L-41012/70/2001/IR(B-1) Dated 17-1-2002, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal :—

“Whether the action of management of DRM, Northern Railway, New Delhi in not keeping the name of Shri Mauji Ram S/o Sh. Meda Ram, Ex-Casual Labour in the Live Casual Labour Register under PWI, Jind is justified? If not what relief the workman is entitled?”

On perusal of the pleadings of the parties, the main grievances of the workman is that he was not considered by the management of respondent Railway Department for providing the work instead of the fact that he had worked with the management for 249 days from 7-11-1974 to 21-4-1976. As per the policy of the management, at the time of new recruitments, opportunity was to be afforded to the labour, who had ever worked with the department. He approached the Central Administrative Tribunal, Delhi Branch, but in compliance of the order passed by the Central Administrative Tribunal, opportunity to work was not afforded by the management.

The management of respondent Railway Department contested the claim of the workman by filing written statement. It is contended by the management that workman has not worked for 240 days in the preceding year from the date of termination, hence; he is not entitled for the protection of the provisions of the Act. It is also contended by the management of the respondent department that reference is stale being referred after 25 years of accruing the cause of action. It is further contended by the management that rules in terms of PS No. 9191 and 9195, the casual labours, who had discharged for want of further work due to completion of work had to submit the written representation with documentary proof in this regard before 31-3-1987. After getting such representation with proof, the name of workman was to be get of Live Casual Register, but the applicant had failed to made a representation on or before 31-3-1987. After 25 years without any cause, the workman raised the issue, which is not maintainable. It is furthermore contended by the management of respondent Railway Department that workman has concealed the facts regarding the orders passed by the Central Administrative Tribunal, Delhi Branch. The petition filed by the petitioner was disposed of in limine with the direction to the management to dispose of his representation by speaking order within one month from the notice of the order. The management of respondent department disposed of representation of the workman by speaking order. On the basis of above facts, the management of respondent Railway Department has prayed for dismissal of the claim petition.

Both of the parties were afforded the opportunity for adducing/filing evidence, oral and documentary. The workman was examined as WW-1, whereas Shri Basant Lal, DPO, Northern Railway, New Delhi, was examined as MW-1. Workman preferred to file certain documents. Exhibit W-2 is the original certificate issued by Railway Department regarding working days of the workman with Railway Department. Exhibit W-3 is copy of the order passed on 8-12-1997 in O.A. No. 2234/97 by Central Administrative Tribunal, Principal Branch, New Delhi.

On the other hand the management of Railway Department preferred to file Exhibit M-2, which is so called order passed by the prescribed authority on representation of the workman in compliance of the order dated 8-12-1997

passed by Central Administrative Tribunal, Principal Bench, New Delhi. Exhibit-M-3 is the Circular Letter of Northwern Railway PS No. 9191. Exhibit M-4 is the Circular Letter of Northwern the Railway PS No. 9195. Exhibit-M-5 is the copy of PS No. 1666-Circular No. 381E/218-I(iv), dated 16-7-1962.

I have heard the parties at length and perused entire materials on record. Undisputedly, the workman had worked with the department of Railway from 7-11-1974 to 21-4-1976. There was a Circular letter of Northern Railway PS No. 9191 regarding the consideration of those casual labours, who had worked as project casual labour and who were discharged for want of further work or due to completion of work and have submitted written representation with adequate documentary proof in this regard, so as to reach the concern Railway Divisional Officer on or before 31-3-1987, will also be considered for the purpose of implementation of the scheme for the benefit of the labour. This scheme was further reiterated in Circular Letter No. PS No. 9195 dated 4-3-1987 to consider such Project casual labour, if they had applied with full particulars on or before 31-3-1987. In both of the Circulars, it is specifically mentioned that Railway Department may take immediate action to give publicity to these instructions through Circulars to be displaced in all Divisional Offices, important Railway Stations, and in such other manner as may be considered necessary. It is not disputed that these Circulars Letters were not properly circulated and the workman was not having any notice of the contents of the circular letters. It is nowhere mentioned that Railway Department through circulation of these circular letters failed to inform the workman to apply for the benefit mentioned in these circular letters. There is no iota of evidence adduced/filed by the workman to prove that he was not informed properly to exercise his right for the benefit mentioned in the circular letters.

He worked with the Railway Department in the year 1974—76 and first objection he raised in the year 1997. Meaning thereby for 21 years he kept mum and on one fine morning, he moved a representation to the Railway Department, and thereafter, filed an Original appeal No. 2234 of 1997 before the Central administrative Tribunal, Principal Bench, New Delhi. the petition filed by the petitioner workman, Mauji Ram along with two others was disposed of with the directions to the respondent management of Railway Department to consider the representation and disposed of the same with a speaking order within one month from the date of the receipt of the order. It was, however, made clear by the Administrative Tribunal that decision of the respondent management on representation of the workman will not give a fresh cause of action to the applicants.

The management within one month disposed of the petition of the workman by speaking order rejecting the claim of the workman on the grounds that after 11 years of time it is not possible to get the record relating to the workman. The management has also filed a Circular Letter Sl. No. 1666 and Circular No. 831E/218-I(E)(iv), dated

16-7-1962 in which the time for preserving the record relating to muster roll, salary Bills, labour page Sheets has been shown as five years. After five years from 1976 all the Pay Sheet, Salary Bills and Muster Rolls were destroyed by the management of the Railway and no document in support of the claim of the workman was available. Now the question arises whether the claim of the workman should be considered after such abnormal delay without showing the proper explanation of the delay? The workman worked up to 1976. These beneficial Circular Orders were passed by the management of the Railway in the years 1987 and workman made a representation in 1997. He also preferred to file an Original Application before the Central Administrative Tribunal, New Delhi in 1997. No cause for delay has been explained by the workman to approach the department with such an abnormal delay. As stated earlier, it is not disputed that the contents of Circular letter No. 9195 and 9191 were not in the notice of the workman. There should be balanced approach between the principle of natural justice and finality adjudication of the grievances of the workman. It cannot be said that principle of natural justice is an unlimited and unrestricted remedy available to the workman. The negligence of the workman should be considered very seriously by the Tribunal or any other adjudicatory body while addressing the grievances of the workman. Hon'ble the Apex Court in several pronouncements has held that abnormal delay in raising the industrial dispute without showing any reasons for delay should be condoned. In Rattan Chand Samanta & Others Versus Union of India JT-1993(B)-SC-418, Hon'ble the Apex Court has taken the same view.

As stated earlier, the workman worked up to 1976. Beneficiary Circular letters No. 9191 and 9195 were passed in 1987 and the workman resorted to the remedy after 10 years in 1997, without explaining the reasons. At the cost of repetition, the proper circulation and the notice of contents of these two Circular letters to the workman, is not disputed. Hence, I am of the view that the workman is guilty in raising the industrial dispute, abnormal delay without explaining the reasons and the industrial dispute is not maintainable being stale. On the other hand, the workman failed to prove that he was denied the right under the Circulars No. 9195 and 9191 deliberately by the respondent management. The workman failed to apply for the benefit in terms of the Circular letter No. 9191 and 9195 by the date fixed, meaning thereby on or before 31-3-1987. The reference is answered accordingly. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G.K.SHARMA, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2009

का. आ. 3357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, 'केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 430/2005)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2009 को प्राप्त हुआ था।

[सं. एल-41012/134/95-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th November, 2009

S. O. 3357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.430/2005) of the Central Government Industrial Tribunal-cum-Labour Court-I Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 12-11-2009.

[No. L-41012/134/95-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. I.D. No. 430/2005.

Sh. Rajinder Singh S/o Sh. Ujagar Singh, Village Buta Singh Wale, P. Banur, Tehsil Rajpura, District Patiala (Pb.)

...Applicant

Versus

The Divisional Railway Manager, Northern Railway, Ambala Cantt (Haryana) ...Respondent

APPEARANCES

For the Workman : Sh. O.P. Batra, Advocate.

For the Management : Sh. N. K. Zakhmi, Advocate.

AWARD

Passed on 3-11-2009

Government of India vide Notification No. L-41012/134/95/IR(B-I) Dated 1-10-96, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal:—

"Whether the action of the management of DRM, Northern Railway, Ambala, in terminating the services of Sh. Rajinder Singh S/o Sh. Ujagar Singh is illegal and justified? If not what relief the workman is entitled?"

The workman has requested for an order setting aside the order of termination dated 29-6-1994 and for his reinstatement with full back wages and continuity of service. As per the contention of the workman he was seriously ill and could not attend the office from 1-6-1993 to 28-4-1994. He was under the treatment of private doctors at his village and the certificate issued by private Doctors

had been provided to the management. He was not afforded proper and adequate opportunity of being heard and an enquiry was conducted against the principle of natural justice. The disciplinary authority without apply his mind nas awarded the punishment arbitrarily without considering the fact of adequacy of punishment. Just for unauthorized absence of few days, his services were terminated by the disciplinary authority. His appeal was also dismissed without applying the mind by the Appellate authority.

The management of respondent Northern Railway contested the claim of the workman by filing the written statement. It was contended by the department of Railways, in its written statement that workman was sanctioned sick leave from 19-5-1993 to 31-5-1993. The Divisional Medical Officer, Ambala, discharged him from sick leave on 31-5-1993 but the workman, Shri Rajinder Singh, did not report for the duties and absented himself unauthorizedly. By number of letters he was informed to join for the duties, but in vain. One of the letter returned to the office of Railway Department with the endorsement of refusal by the workman to receive, whereas, another letter was received by the father of the workman, Shri Ujagar Singh. On account of failure of the workman to join duties, even on repeated calls, the management decided to issue a charge-sheet. Accordingly, a charge-sheet was issued and the same was served upon the workman. Appropriate time for reply of the charge-sheet was given, but no reply was filed. The management, accordingly, decided to conduct an enquiry and Enquiry Officer was appointed. The Enquiry Officer informed the workman twice to turn up and participate in the enquiry proceedings. It was on 21-05-1994 only that workman turned up to the office and requested for the duties. He was permitted by the management of Railway Department to join duties. The workman also participated in the enquiry proceedings. He was examined and from 21-05-1994 onwards, all possible opportunity of being heard was given by the Enquiry Officer. On the basis of enquiry report, the disciplinary authority, after affording the opportunity of hearing awarded, the punishment of termination of services for long unauthorized absent. While awarding the punishment, the disciplinary authority also considered the fact that in the last three years, the workman absented for 601 days unauthorizedly.

Most of the facts are admitted to the workman. From 01-06-1993 to 28-04-1994, he was absent is admitted. The only explanation given by the workman is that he was seriously ill and was treated by the private doctors at his village. It is also contended by the workman that he had provided with the certificate to the management.

In the cross-examination, recorded by this Tribunal, receiving of letters is admitted. It is also admitted that Enquiry Officer communicated letters at the address of workman. Only receiving of two letters is disputed by the workman. A particular sentence of the cross-examination is not to be considered in isolation, but entire evidence has to be considered and evaluated for the purpose of arriving at any conclusion. If the entire evidence is taken

as a whole, the accumulative effect is that every information given by the Railway Department to the workman reaches him. He was well informed about all the proceedings conducted by the Railway Department.

Regarding his absence from duty, he has given the contrary statement before the Enquiry Officer. His statement was recorded twice. On the previous occasion on 21-05-1994 he just filed his written answer showing cause of his absence. He was again summoned by the Enquiry Officer and his statement was recorded on 30-05-1995 in detail. In his statement he has given two explanations. The first explanation given by him was that he was treated by the private doctor at his village and could not turn up to office, whereas, the another ground for absent shown by the workman was that operation of his left hand was conducted by the PGI at Chandigarh. The workman filed few Medical Certificates provided by Garg Eye and General Hospital, Mohinderganj, Rajpura, but no certificate of his treatment at PGI, Chandigarh, was filed and provided with by the workman. Four Medical Certificates of Garg Eye and General Hospital, Rajpura were filed, whereas, the fifth one Medical Certificate filed was from Aman Clinic and Lab. All these Medical Certificates were not relied upon by the management. The workman was coming to Rajpura, but never visited the office and informed the management that he was seriously ill. In the ordinary course of nature it cannot be relied upon and believed that the workman was discharged by a well qualified doctor from sick leave on 31-05-1993 and from the very next day he required the medical assistance of a private Medical Practitioner. On 31-05-1993, he was discharged by the Railway Doctor on his recovery and once he was discharged, it shall be considered that he required no medical treatment. Even after discharge by a Government Medical Practitioner, if medical facility and treatment was required to the workman, this fact has to be proved by the workman. The workman failed to prove the circumstances that his absence was due to his illness, his sickness and he was treated by a private Medical Practitioner. Only Medical Certificates have been provided and filed. No Medical prescription and prescription for the clinical examination have been provided with by the workman. Before issuing the Medical Certificate, as per the Medical Certificate, the workman was treated for a particular disease. The findings of clinical examination and the Medical Prescription (medicines prescribed) is the condition precedent. The same had not been provided with.

Principle of natural justice is not unlimited and unrestricted right of the workman. The workman had challenged the termination order under the content of principle of natural justice by stating that enquiry was conducted against the rules and proper opportunity for hearing was not given to him. On perusing the entire evidence, oral and documentary, I am of the view that enquiry was conducted as per the rules of Railway Department and proper opportunity of being heard was given to the workman. He was repeatedly asked by the Railway Department and by Enquiry Officer to turn up, but

it was only on 21-05-1994 that the workman turned up and requested for participation in enquiry proceedings. He was permitted to join the duties on the very day and he was also provided with the opportunity to participate in the enquiry proceedings. The enquiry proceedings dated 21-05-1994 reveals that Shri Rajinder Singh was afforded the opportunity to represent himself through the defence representative, but he refused to appoint any defence representative and requested for permission to defend himself. Accordingly, he was accorded the permission. His statement was recorded. He also apologize for his remaining absent for a long time.

The proceedings before the Tribunal and departmental proceedings are of a different nature. Any evidence, though not qualified in the term of evidence under the Indian Evidence Act, if has credibility, can be considered, accepted and relied upon in the departmental proceedings and proceedings before the Tribunal. The evidence before this Tribunal is reliable and having the credibility. Thus, for the reasons shown in the body of the award, I am of the view that a proper opportunity of being heard was given to the workman. He has deliberately absented himself from the duties without showing any cause of unauthorized absence. There has been no violation of any rule of principle of natural justice by the Enquiry Officer while conducting the enquiry.

The next issue before this Tribunal is adequacy of the punishment. The disciplinary authority while awarding the punishment for unauthorized absence of the workman w.e.f. 01-06-1993 to 28-04-1994, has also considered the previous misconduct of similar nature of the workman. The workman has absented himself unauthorizedly for 601 days in preceeding three years. The dates of unauthorized absent are mentioned in a letter dated 09-07-1994, which is at page no. 62 of the file. I have gone through the documents of the Railway Department as provided with entire information of unauthorized absence of this workman regarding the previous punishment as well.

Discipline is the backbone of any institution. From the letter dated 09-07-1994, it is well clear that workman was in the habit of making unauthorized absent. It not only affects the work of an individual workman but the work culture of the institution as well. In my view, the inaction resulting in indiscipline of a workman should not be tolerated and the disciplinary authority has rightly shown him the way out from the Railway Department. The workman, who was in the habit of making unauthorized absent and guilty of inaction due to indiscipline, does not deserve any sympathy. Thus, the punishment awarded to the workman by the disciplinary authority does not require any interference and in the view of this Tribunal, it was appropriate punishment. Accordingly, the reference is answered. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 4 ऑफ 2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/48/2007-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 16th November, 2009

S.O. 3358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4 of 2008) of the Central Government Industrial Tribunal -I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 12-11-2009.

[No. L-12012/48/2007-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SRIGYANENDRAKUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I. D. 4 of 2008

Sh. Lakhwinder Singh Bhatti S/o. Shri Amar Nath,
Subhash Nagar, Opp. Shiv Bhumi, Abohar

V/s.

The Regional Manager, Punjab National Bank, The Mall,
Ferozpur City, Ferozpur

APPEARANCES

For the workman : None

For the management : Shri S. B. Gupta

AWARD

Passed on 28-10-2009

1. Government of India, Ministry of Labour, vide Notification No. L-12012/48/2007 IR (B-II), dated 26th October, 2007 by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), referred the following industrial dispute for adjudication to this Tribunal :

"Whether the action of the management of Punjab National Bank in terminating the services of Sh. Lakhwinder Singh w.e.f. 24-9-1995 without following the provisions of Section 25-F, 25-G of the ID Act, 1947 is legal and justified? If not, to what relief the workman is entitled to and to what extent ?

2. Case repeatedly called. None appeared on behalf of the workman. It appears that workman is not interested to pursue his case. In view of the above as the workman is not appearing to pursue his case, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned.

Chandigarh

Dated : 28-10-2009

Camp at Amritsar

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 53 ऑफ 1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2009 को प्राप्त हुआ था।

[सं. एल-12012/139/97-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 16th November, 2009

S.O. 3359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53 of 1998) of the Central Government Industrial Tribunal -I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 30-10-2009.

[No. L-12012/139/97-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRAKUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I. D. 53 of 1998

Sh. Tariochan Singh S/o. Shri Ram Singh, Karawala Chowk,
House No. 415, EA/3, Dai Wali Gali, Patiala-147001

Vs.

The Assistant General Manager, Punjab and Sind Bank,
Passy Road,
Patiala-147001

APPEARANCES

For the workman : None
For the management : Shri J. S. Sathi

AWARD

Passed on 22-10-2009

The Government of India, Ministry of Labour, vide Notification No. L-12012/139/97-I.R. (B-II) dated 27th February, 1998, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Punjab and Sind Bank in terminating the services of Sh. Tarlochan Singh w.e.f. 1-1-1997 is legal and justified? If not, to what relief the said workman is entitled and from what date?”

2. Case repeatedly called. None appeared on behalf of the workman. Management witness Sh. Surinder Mohan Singh Sethi is present for his cross-examination. It appears that workman is not interested to pursue his case. In view of the above as the workman is not appearing to pursue his case, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. File be consigned.

Chandigarh

Dated : 22-10-2009

G. K. SHARMA, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 82/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/141/2003-आई. आर. (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2004)

of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/141/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/82/2004

Date 30-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MRM)
Karamchari Sanghathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur.

Vs.

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17/B,
Civil Lines, Nagpur

AWARD

(Dated : 30th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sanghathan, Nagpur (Party No. 1) and the executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-42012/141/2003-IR (CM-II) dated 16-08-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

“ Whether the contract between the management of CPWD and Contractor is sham and whether the demand of the All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of Sh. Vinod Dashare as Khalasi/Wireman is in the establishment of CPWD is legal and justified? If so, to what relief the concerned workman is entitled?”

2. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Vinod Dashare that he was employed as a Khalasi w.e.f.

27-3-2000 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 2000. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision of Section 25(g) and (h) of ID Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

3. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date : 30-10-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 80/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/140/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/140/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/80/2004

Date 30-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MRM)
Karamchari Sangathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur
Versus.

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17/B,
Civil Lines, Nagpur

AWARD

(Dated : 30th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sangathan, Nagpur (Party No. 1) and the Executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-42012/140/2003-IR (CM-II) dated 16-08-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

“ Whether the contract between the management of CPWD and Contractor is sham and whether the demand of the All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of Sh. Gulabrao Hingway, Wireman in the establishment of CPWD is legal and justified? If so, to what relief the concern workman is entitled ?”

2. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Gulabrao Hingway that he was employed as a Wireman w.e.f. 1-9-2001 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 2001. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision of Section 25 (g) and (h) of ID Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles

reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

3. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date : 30-10-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 74/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/134/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workman, received by the Central Government on 16-11-2009.

[No. L-42012/134/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/74/2004

Date 30-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,

All India CPWD (MRM)
Karamchari Sanghathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur

Versus

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17/B,
Civil Lines, Nagpur

AWARD

(Dated : 30th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sanghathan, Nagpur (Party No. 1) and the executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-4212/134/2003-IR (CM-II) dated 28-07-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. " Whether the contract between the principal employer i.e. CPWD and the contractor is sham ? If so, the demand of the All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of Sh. Shriram Waghmare, Khallasi is justified and to what relief he is entitled ?"

3. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Shriram Waghmare that he was employed as a Khalasi w.e.f. 27-3-2000 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 2000. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision on Section 25(g) and (h) of ID Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

4. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as a party, there is no

question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date : 30-10-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 73/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/139/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Central Public Works department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/139/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/73/2004

Date 30-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MARM)
Karamchari Sanghathan, Takli
Seem Hingna Road,
Post-Jaitala, Nagpur
Versus.

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17/B,
Civil Lines, Nagpur.

AWARD

(Dated : 30th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sanghathan, Nagpur (Party No. 1) and the Executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-42012/139/2003-IR (CM-II) dated 29-07-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

“Whether the contract between the management of CPWD and the Contractor M/s Agrawal Electrical Services is sham ? If so, the demand of All India CPWD (MRM) Karamchari Sanghathan for reinstatement/regularization of Shri Neelkanth Wankhede, Khalasi in the establishment of CPWD is justified and to what relief he is entitled ?”

3. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Neelkanth Wankhede that he was employed as a Khalasi w.e.f. 1-9-1997 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 1997. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision on Section 25 (j), (g) and (h) of ID Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

4. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The

reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date: 30-10-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 83/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/129/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/129/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/83/2004

Dated 26-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MRM)
Karamchari Sanghathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur

Versus

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17/B,
Civil Lines, Nagpur

AWARD

(Dated : 26th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General

Secretary, All India CPWD (MRM) Karamchari Sanghathan, Nagpur (Party No. 1) and the executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-4212/129/2003-IR (CM-II), dated 16-08-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following Schedule :

2. "Whether the contract between the management of CPWD and Contractor is sham and whether the demand of the All India CPWD (MRM) Karamchari Sanghathan for reinstatement/absorption of Sh. Mayaram More as Wireman in the establishment of CPWD is legal and justified? If so, to what relief the concerned workman is entitled?"

3. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Mayaram More that he was employed as a Wireman w.e.f. 12-08-1997 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 1997. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision on Section 25 (j), (g) and (h) of ID Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

4. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as a party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date: 26-10-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

का.आ. 3365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 81/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/143/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/143/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/81/2004

Dated 26-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MRM)
Karamchari Sanghathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur
(on behalf of Shri Mohanlal
Hingway)

Versus

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17 B,
Civil Lines, Nagpur

AWARD

(Dated : 26th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sanghathan, Nagpur (on behalf of Shri Mohanlal Hingway) (Party No. 1) and the Executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party

No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-42012/143/2003-IR (CM-II), dated 16-08-2004 under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947). The Ministry initially send the reference by its letter dated 16-8-2004. However, later on it has issued a corrigendum vide letter dt. 18-11-2005 correcting it earlier scheduled. The corrected Scheduled is as follows :

2. "Whether the contract between the management of CPWD and the Contractor is sham and whether the demand of All India CPWD (MRM) Karamchari Sangathan for reinstatement/regularization and absorption of Shri Mohanlal Hingway as Khalasi/Wireman in the establishment of CPWD is legal and justified ? If so, to what relief the concerned workman is entitled ?"

3. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Mohanlal Hingway that he was employed as a Wireman w.e.f. 1-9-2001 and his services were illegally terminated with the malafide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 2001. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision on Section 25 (f), (g) and (h) of I.D. Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

4. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as a party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date : 26-10-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2009

कल.आ. 3366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 75/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/142/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th November, 2009

S.O. 3366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Central Public Works department and their workmen, received by the Central Government on 16-11-2009.

[No. L-42012/142/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/75/2004

Dated: 26-10-2009

Petitioner/Party No. 1 : Shri J. S. Sudame,
General Secretary,
All India CPWD (MRM)
Karamchari Sangathan, Takli
seem Hingna Road,
Post-Jaitala, Nagpur

Versus

Respondent/Party No. 2 : The Executive Engineer,
Central Public Works Deptt.,
(Electrical), Bungalow No. 17 B,
Civil Lines, Nagpur

AWARD

(Dated: 26th October, 2009)

1. The Central Government after satisfying the existence of dispute between Shri J. S. Sudame, General Secretary, All India CPWD (MRM) Karamchari Sangathan, Nagpur (Party No. 1) and the Executive Engineer, Central Public Works Deptt., (Electrical), Bungalow No. 17/B, Civil Lines, Nagpur (Party No. 2) referred the same for

adjudication to this Tribunal vide its letter No. L-42012/142/2003-IR (CM-II) dated 9-8-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947). The Ministry initially send the reference by its letter dated 9-8-2004. However, later on it has issued a corrigendum vide letter dated 9-8-2005 correcting its earlier scheduled. The corrected scheduled is as follows :

2. "Whether the contract between CPWD and the Contractor M/s. is Sham ? If so, the demand of the All India CPWD Karamchari Sangathan Nagpur for reinstatement absorption and regularization of Shri Udelal Banothre, Wireman, contract Workman in the establishment of CPWD is legal and justified and to what relief he is entitled to ?"

3. Heard the counsel for the Petitioner. Nobody appeared for the respondent. The Petitioner has prayed to reinstate and regularize his services from the date of his initial appointment with all consequential relief with the full back wages. It is the case of Petitioner Shri Udelal Banothre that he was employed as a Wireman w.e.f. 17-3-2000 and his services were illegally terminated with the mala fide intension on 1-1-2003. He had worked for more than 240 days in every year and thus he is in continuous service since 2000. Notice pay was not given to the workman at the time of termination of his service. No seniority list was maintained. It has violated the provision on Section 25 (j), (g) and (h) of I.D. Act. Currently he is out of employment and he has prayed as indicated above. Undisputedly, the Petitioners were engaged through contractor. They were the employees of the contractor. In view of the principles reported in Umadevi's case, it is clear that the management or employer can employ any workman on the contract basis, directly or indirectly. Admittedly they were engaged through contractor this itself indicate that they were the employees of the contractor. Therefore, there is no question of regularization when they were not at all the employees of the management CPWD.

4. Moreover, the contractor is not a party to the proceedings. Unless he is impeded as party, there is no question of paying any compensation as per the provision of Section 25F and G. Similarly, when they are not the employees of the CPWD, they cannot be either reinstated or their service cannot be also regularized. Hence, the Petitioner is not entitled for the relief as prayed. The reference will have to be answered in negative. Accordingly, I pass the negative award that the Petitioner is not entitled for any relief. Hence, the claim stands as rejected.

Date: 26-10-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का.आ. 3367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं ए.एस.आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 44/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-11-2009 को प्राप्त हुआ था।

[सं. एल-42012/207/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 17th November, 2009

S.O. 3367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Archaeological Survey of India, and their workmen, received by the Central Government on 17-11-2009.

[No. L-42012/207/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SRI RAM PRAKASH, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHRAM
BHAWAN, ATI CAMPUS, UDYOG NAGAR,
KANPUR

Industrial Dispute No. 44 of 2004

In the matter of dispute between—

Sri. Jal Singh,
Son of Jawali Ram,
Resident of Sikari Do Hisa,
Fatehpur Sikri,
District-Agra.

AND

The Superintending Archaeologist,
Archaeology Survey of India,
Northern Division,
22 Mall Road, Agra.

AWARD

1. Central Government *vide* its notification No. L-42012/207/2003/IR(CM-II), dated 29-7-2004, has referred the following dispute for adjudication to this Tribunal.

2. Kya Adhikshak Pratatvavid, Bhartiya Puratatva Sarvekshan Vibhag Uttari Mandal 22, Mall Road, Agra

Dwara Sri Jal Singh atmaj Sri Jawali Ram ko dinank 1-1-1999 se sewase prathak karna nyayochit hai? Yadi Nahi to sambandhit karmkar kis anutosh ka haqdar hai?

3. Brief facts of the case are that the applicant claimant Jal Singh has alleged that he was working under the Archaeological Survey of India, Agra Mandal Taj Mahal Museum (hereinafter referred to ASI for the sake of brevity) with effect from 1-6-94 to 31-12-98 as regular employee and therefore he had also worked for 240 days in a year and he has acquired the status of a permanent employee. He has been removed from the service with effect from 1-1-99 without showing any reason and while removing him from the service the employers had also not followed the provisions of Section 25F of Industrial Disputes Act, 1947. It is also alleged that the employer has also violated Section 25H and 25G of the Act. It is also alleged that junior employees to him are still working in the different museums and monument. Therefore, he has prayed that may be regularized in service and he be directed to be entitled for consequential benefits.

4. The opposite party has contradicted the allegations of the claimant. It is alleged that ASI is a sovereign department of Government of India and is not an Industry as per Section 2(j) of Industrial Disputes Act. To maintain and preserve the ancient monuments the department engages numerous casual labourers on the basis of as and when required for specific job and for specified duration to work so that the work of conservation are completed within the stipulated period of time. Appointments in the department are made as per rules, guidelines and instructions issued by Government of India from time to time. It is stated that the applicant was never engaged with effect from 1-6-94. It is stated that they have not violated any provisions of the Act and onus lies on the claimant to prove the facts, therefore, prayed that the claim petition be rejected.

5. The applicant has filed an affidavit in support of his claim petition.

6. The opposite party has filed attested copies of the muster rolls for the period January 98 to December 98, in compliance of order dated 26-4-95.

7. The claimant has adduced oral evidence as W.W. 1 of Sri. Jal Singh, despite affidavits the opposite party has also adduced oral evidence of M.W. 1 Sri. C. D. Mishra, Security Officer ASI Agra.

8. I have gone through the whole evidence, perused the records thoroughly and heard the arguments of both parties at length. My findings are given below—

9. I have examined the evidence of both the parties. M.W. 1 has stated that the claimant has worked in the 4

he had no right to the post—as its disengagement held not arbitrary as case cannot be treated under the I.D. Act.

16. 2006 (108) FLR 213 SC R M Yellatti versus Assistant Executive Engineer-ID Act Section 25F-burden of proof of the completion of 240 days of continuous work in an year is on the claimant to show that he had worked for 240 days-burden is discharges as a witness-however mere affidavits or self serving statements by the claimant will not suffice any discharge of burden.- Since initial burden was not discharged by the workman- held industrial Court/ High Court had erred in ordering reinstatement.

17. 2006(110)FLR 552 between Chief Engineer Ranjit Sagar Dam and another and Shyam Lal. In I.D. Act 1947- Section 25F-continues for 240 days-onus to prove to be discharged by the workman.

18. It is also contended that for termination amounting to retrenchment, there should exist a master and servant relationship between the employer and the workman and where there is no appointment as per rule, therefore, there cannot be any termination or retrenchment.

19. It is also contended by the claimant that junior to him had been still working and continuing in service, though he has not named any person in his claim petition. In the statement he has stated that one Brahm Singh was also employed at the same time and still he is working but he stated in the corss examination that no appointment letter has been issued to Brahm Singh. Opposite party has stated that it is wrong to say that after his disengagement any other person has been engaged. It is stated that Bramh Singh is also a daily wager and was engaged before Jal Singh and he (Brahm Singh) was engaged according to the need of the work. He is not working regularly. Therefore, this contention of the claimant is also not tenable that junior to him have been engaged or employed.

20. Therefore, in my view the claimant has not been able to prove his case as a regular employee or a permanent employee of as worker and has worked for 240 days and had acquired status under the I.D. Act.

21. Therefore, there does not appear to be any violation of Section 25F, 25G and 25H of the Act.

22. Therefore, in my view the claimant has not been able to prove his case as initial onus lies on the claimant to prove his case. Therefore, the reference is decided against the worker and in favour of the opposite party.

Dated : 9-11-2009

RAMPARKASH, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का.आ. 3368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय लेबर

कोर्ट, कोल्हापुर के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-11-2009 को प्राप्त हुआ था।

[सं. एल-40011/22/2001-आई आर (डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th November, 2009

S.O. 3368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kolhapur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 17-11-2009.

[No. L-40011/22/2001-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE SECOND LABOUR COURT AT KOLHAPUR

CORAM: SHRI G. B. PATIL, PRESIDING OFFICER SECOND LABOUR COURT KOLHAPUR

Reference (IDA) No. 1/2002

BETWEEN

The Divisional Engineer,
Deptt. of Telecom,
Old LIC Bldg. Satara-415402

....First Party

AND

Shri P.K. Shingate,
At. Salvan, Post Mardhe,
Tal. & Dist. Satara-415415.

....Second Party

APPEARANCE: Shri A. M. Peerzade, Advocate for First
Party, Shri D.N. Patil, Advocate for Second
Party.

AWARD

(Date: 2-11-2009)

1. The Ministry of Labour, Government of India, New Delhi has referred this reference for adjudication of the Industrial Disputes between the first party employer and second party workman in terms whether action of The Divisional Engineer, Deptt. of Telecom, Satara i.e. first party in terminating the service of second party workman w.e.f. 21-7-2000 is legal and justified.

2. The facts in brief in statement of claim are as under.

The second party educated up to S.Y.B. Com. He joined the first party as a Waterman-cum-sweeper at MDF & Power Plant Office with effect from 1-6-1992. He was getting consolidated salary of Rs. 1000 per month. He was working sincerely and honestly. His back service record is clean and unblemished. His salary was paid on voucher continuously till June, 1997. The expenditure was shown on A.C.G. 20 account. The department was not giving other facilities like leave, overtime, bonus etc. So many workers are employed in the department like second party. The question of permanency was under consideration. The Central Government of India issued the circular in 1997 and directed the Telecom Department including first party to make permanent the workers like the second party who were working since long and who have completed 5 years continuous service. After receiving of said circular, the first party did not bother to consider the direction. Moreover with a view to deprive the second party from benefits of permanency with effect from 1-8-1997 started to pay the salary on account of miscellaneous expenses without taking signature on receipt.

3. Since the joining, he was working with X bar telephone exchange at Satara. He was working from 8 a.m. to 6 p.m. daily. No weekly holidays were given to him. No extra wages, overtime wages or alternate holiday was given to him. As a Waterman cum Sweeper he was to start water pump, he was to clean ground floor and telephone exchange building, he was to watering the garden, he was to clean the power plant and battery rams and he was to watch the material and machinery etc. He was performing the duties under control of Assistant Engineer. The first party maintained the muster roll till June, 1997, thereafter, no change was made regarding the nature of work, however, only change was made in respect of style of payment only.

4. He was in employment till 21-7-2000. After 21-7-2000, after office hours, the Assistant Engineer Shri M.P. Deshmukh told that it is not necessary for the second party to come for duty on 21-7-2000 as he was terminated from service. The second party requested him to give the written order and reasons of termination but same was not given. While terminating the service, the concerned authority did not give one month's notice or notice pay. No seniority list was published nor compensation was paid. Hence, the termination is illegal.

5. Being aggrieved by the said order, the second party approached the first party and demanded reinstatement with continuity of service and full back wages. But his demand was not considered, hence, he approached the conciliation machinery. During the conciliation, first party not given co-operation, hence, Conciliation Officer recorded failure report and reference is made to this Court. The second party has not committed any misconduct. No charge sheet was issued and no

enquiry was conducted. While terminating the service, the principle of last come first go was not observed. Hence, termination for any reason whatsoever amounts to retrenchment without following the mandatory conditions under Section 25 of Industrial Disputes Act, 1947.

6. The second party since the joining, worked for 240 days continuously. After June, 1997, no muster was maintained, however, first party has record regarding the work done by the second party. He was working on holidays but no signatures were obtained. The documents are in custody of first party. On these documents, it is clear that the first party has continued the second party in the employment till 21-7-2000. The first party is the department of Central Government. The Industrial Disputes Act, 1947 is applicable to it. The work is still available. The work of the second party is being done by workers appointed through the Contractor, therefore, he prayed for relief of declaration that termination effected by first party is illegal, direction to the first party to reinstate him with continuity of service and back wages. Also prayed for wages of holidays since 1-6-1992 to 21-7-2000.

7. The first party filed the written statement vide Exh. C-11 and denied the averments in the statement of claim. The reference is false. It is not tenable. This Court has no jurisdiction to try and decide the reference. It is submitted that as per letter dated 29-5-1992 of Telecom District Engineer, Satara and with reference to his even number letter dated 17-12-1991, contractor Shri P.K. Shingate i.e. second party was awarded the work of sweeping and waterman of Cross Bar Exchange Building, Satara. The record of S.D.E. Cross bar from 1-6-1992 to 30-5-1994 was not available in the office. Sub Divisional Engineer MDF and power plant Satara post was created in July, 1994 and record of the above case is available from 1-6-1994 to 30-6-1997 in this office.

8. Every month, the number of days on which the contractor has done the work were intimated to A.O. (Cash) Telecom District Engineer, Telecom District Manager, Satara and the charges were paid by the Accounts Officer (Cash) TDE/TDM, Satara every month with effect from 1-6-1994 to 30-6-1997 on monthly contract basis of Rs. 1000 and not on any acquittance roll. On several attempts the second party was warned for act of commission and omission. The facilities like leave, overtime, bonus are applicable to the regular employee of BSNL, hence, rightfully the same was denied to Shri P.K. Shingate as he was contractor. There is no circular as narrated by him. The charges are paid to Contractor for total days of financial year 1997-1998.

9. He abandoned the contract voluntarily with effect from 1-1-1998 to 31-3-1998. Again he requested to have contract. So, contract was allotted the work with effect from 1-4-1998 to 31-7-1998. Total 122 days for financial year 1998-1999. The above Contractor was not allotted any

sweeping work and waterman work with effect from 1-8-1998. The duration of work was of 2-3 hours per day and work of Sweeping and Waterman was given on contract basis. No extra work was awarded by the first party. The payment was made to the contractor for total 234 days for the year 1997-1998 and for 122 days for year 1998-1999. He left the work from 1-8-1998, hence, question of termination with effect from 22-7-2000 does not arise. The second party has mentioned the wrong dates. The second party abandoned the contract from 1-8-1998. He was not the employee of Department of Telecom, therefore, question of notice or retrenchment compensation etc. does not arise.

10. The question of following of disciplinary procedure does not arise. The second party was not a workman, hence, question of principle of 'last come first go' and seniority list does not arise. It is totally wrong that since the joining he has worked for 240 days continuously till 21-7-2000. There is no relationship of employer and employee between the parties. He cannot be treated as a workman under the provisions of Industrial Disputes Act, 1947. There is no relationship of employer and employee. The reference is bad in law. The second party is not entitled for any relief, therefore, the reference be dismissed.

11. My learned predecessor framed the issues vide Exh. O-12. I answer the same for the reasons recorded below.

Issues	Findings
(1) Whether reference is maintainable ?	No
(2) Whether termination of service of second party is legal ?	No
(3) Whether second party is entitled for reinstatement with full back wages as prayed for ?	No
(4) What award ?	As per final order.

12. EVIDENCE :— The Second party filed his evidence affidavit vide Exh. U-14. The first party did not adduce any evidence.

REASONS

13. ISSUE NO. 1 & 2 :— I have gone through the aforesaid evidence. Both the parties remained absent for arguments. The claim and evidence of second party in short, is that he was under employment of first party as a Sweeper-cum-Waterman since 1-6-1992 on the salary of Rs. 1000 per month. His service was terminated from 22-7-2000. The first party has not followed the procedure while terminating his service. The benefits of permanent employee are not given to him as per the circular issued by the Central Government in the year 1997. The first party not published the seniority list nor given notice or notice pay and compensation when his service was terminated. Therefore,

termination of his service is illegal and it requires to be set aside.

14. The defence of the first party is that second party was in service with first party as a Waterman-cum-Sweeper on contract basis. All the wages were paid to him when he actually worked with the first party. He is not the employee of the first party. He voluntarily left the contract from 1-8-1998, therefore, there is no any question of termination of his service or payment of compensation under the Industrial Disputes Act, 1947. There is no relationship of employer and employee and therefore, the reference is bad in law and not maintainable. The second party is not entitled for any relief, hence, reference is liable to be rejected.

15. From the evidence of second party vide Exh. U-14 and more particularly from the statement of him in his cross examination, it appears that the second party is not able to prove his claim. The second party is not able to prove that he was the employee of first party and there is termination of his service with effect from 22-8-1998. On the contrary, from the statement of him in cross examination, it appears that the work of Waterman-cum-Sweeper was given to the second party on contract basis and when his contract came to an end, he did not apply to the first party for renewal of contract. In that regard, he stated that the first party paid wages to him of the months for which he worked with it. The contract was given to another. He never went to first party demanding the contract. The contract was for sweeping and for as waterman.

16. Along with him there were other contractors. Those contractors are in need of work. Their contract was renewed by first party. There is difference between his work and work of the permanent employee. This statement leads to the conclusion that second party was not the employee of first party but he worked with the first party for some period on contract basis. So, he is not entitled for benefits of permanent employee. He is not able to prove that he worked for 240 days continuously in a year as an employee with the first party. In that regard, there is no evidence by the second party.

17. The second party averred that all the documents in respect of his work are in custody of the first party but he was not taken any steps to call for the said documents in order to prove his claim. In other words, he is not able to establish the relationship of employer and employee in between first party and him. The second party also not taken any efforts to produce the circular issued by the Central Government in the year 1997, so it is not possible to held that there is termination of service of second party by the first party and that too by discharging the provisions of Industrial Disputes Act. The evidence led by second party falls short. As there is no relationship of employer and employee, the reference is not maintainable. The second party is failed to prove the issue No. 2, therefore, I answer the issue Nos. 1 and 2 in negative.

18. ISSUE NO. 3 :—The second party prayed for the relief of declaration that termination of his service is illegal, his reinstatement in service with its continuity and full back wages. In view of the finding given to the issue nos. 1 & 2, it is clear that the second party is not entitled for any relief. Hence, I answer this issue in negative and pass the following order :

ORDER

1. The reference is dismissed with cost.
2. The award be drawn accordingly.
3. Inform to the Central Government.

Place : Kolhapur

Dated 2-11-2009

G. B. PATIL, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का.आ. 3369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, मुंबई के पंचाट (संदर्भ संख्या 2/89 दिनांक 29-9-09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2009 को प्राप्त हुआ था।

[सं. एल-12012/50/2005-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 17th November, 2009

S.O. 3369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/89 dated. 29-9-09) of the Central Government Industrial Tribunal 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 30-10-2009.

[No. L-12012/50/2005-IR (B-II)]

U.S. PANDEY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/89 of 2005

Employers in Relation to the Management of Bank of Baroda

The General Manager HRM & GA
Bank of Baroda

Baroda Corporate Centre,
C-26, G-Block,
Bandra (E),
Mumbai-400 051.

And Their Workmen
Shri. Suresh K. Valmiki
Farberline Near Barrack No. 30,
Valmiki Nagar,
Ulhasnagar-1,
Distt. Thane.

APPEARANCES

For the employer : Mr. L.L.D' Souza Representative.

For the workmen : No appearance.

Mumbai, dated the 29th September, 2009

AWARD

1. The Government of India, Ministry of Labour, by its Order no. L-12012/50/2005-IR(B-II) dated 13-7-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication —

“Whether the action of the management of Bank of Baroda, Baroda Corporate Centre, Mumbai by illegally terminating the services of Shri Suresh Valmiki is justified ? If not, what relief, Shri Suresh Valmiki is entitled to?”

2. Claim Statement is filed by second party at Ex-5 and written statement by first party at Ex-9. Issues were framed at Ex-12 and matter was fixed for evidence of workman. However second party workman is absent since long. Considering said absence of second party, it is concluded that, the second party workman is not interested in the reference. Hence the order :

ORDER

Reference is disposed of for want of prosecution.

Dated 29-09-2009.

A.A. LAD, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का.आ. 3370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 81/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12011/155/2006-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 17th November, 2009

S.O. 3370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2007) of the Central Government Industrial Tribunal-I Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 11-11-2009.

[No. L-12011/155/2006-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH**

Case No. I.D. No. 81/2007

General Secretary, Punjab National Bank Worker's
Union, 388, Sector 12 Urban Estate, Panipat, Haryana.

...Applicant

Versus

The Senior Regional Manager, Punjab National Bank,
Karnal

... Respondent

APPEARANCES

For the Workman : Sh. S. K. Rana, General
Secretary

For the Management : Sh. Ashok Goyal, Rep. of
Bank

AWARD

Passed on 30-10-2009

Government of India vide Notification No. L-12011/155/2006/IR(B-II) Dated 2-7-2007, by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), referred the following Industrial dispute for adjudication of this Tribunal. Thereafter, corrigendum was also issued by the Ministry of Labour, Government of India, vide No. L-12011/155/2006/IR (B-II) Dated 2-7-2007, which reads as under :—

“Whether the action of the management of Punjab National Bank in change of orders of posting of Shri Rakesh Gera, Special Assistant from branch office Chora Panipat to branch office Subji Mandi, Panipat is just and legal? If not, to what relief the workman Smt. Asha Miglani is entitled?”

After receiving the reference and the corrigendum, parties were afforded the opportunity of being heard. They filed their respective pleadings. On perusal of the pleadings

of the parties, the main issues for determination before this Tribunal are:—

- (i) Whether the management of respondent bank has conclusive decision in interview for promotion of class III employees to the Special Assistant?
- (ii) Whether the seniority of Smt. Asha Miglani was violated by the management, ignoring her for promotion to the post of Special Assistant?
- (iii) Whether Smt. Asha Miglani was entitled for promotion to the cadre of Special Assistant w. e. f. 27-07-2004?
- (iv) Relief, if any?

The main controversy between the parties is that Smt. Asha Miglani with others was interviewed by the Interview Board for the posting of Special Assistant. Smt. Asha Miglani was not approved for the promotion, whereas, his junior Shri Rakesh Gera was approved for the promotion against the post of Special Assistant at Branch Office, Chora. The post of Special Assistant was also vacant at Panipat, but it was not declared vacant at the time of interview by management of the respondent bank. Junior to Smt. Asha Miglani, Shri Rakesh Gera was selected on 27-07-2004 and on the very day he was given the letter to join Branch Office, Chora as a Special Assistant. Thereafter, Shri Rakesh Gera without joining at Branch Office, Chora was attached at Subji Mandi Branch, Panipat and thereafter, after some time was again transferred to some other Office. The appointment of Shri Gera and his subsequent repeated transfers has been challenged by the workman on the ground that the transfers were made against the policy of management of respondent bank. The workman has also challenged the right of Interview Board to reject any person, just on the basis of interview without considering other criteria. It is the contention of the workman that Interview Board has nothing to do substantially in the matter of approval for promotion of a clerk to Special Assistant. They have to protect the seniority and other criteria mentioned in the rules of management of respondent bank. It is further contended by the workman that with an ulterior motive to give the illegal benefit to Shri Gera, who has been closed to the new appointed Director of the bank, Shri M.L. Bagga, the then Special Assistant posted at Karnal, the management has designed the manipulation.

After the rejection, Smt. Miglani raised industrial dispute and on the basis of settlement, she was again interviewed for the post of Special Assistant and was again rejected with the remarks “She lacks banking knowledge (routine).”

Thereafter appeal preferred by Smt. Asha Miglani was also dismissed. She again raised the industrial dispute and on account of failure of conciliation report, this reference.

The Management of respondent bank opposed the contention of the workman by filing written statement. It is contended by the respondent bank that if the Interview Board, constituted for the purpose of selection of Special

Assistant has no say, there was no reason for such a provision to be incorporated in the rules for conducting interview. The intention of legislature (Rules and Regulations) is very clear that Interview Board for the post of Special Assistant is to be constituted for the purpose of ascertaining suitability for the post of Special Assistant. Apart from other criteria the Interview Board has powers/discretion to reject any candidate. It is further contended by the management of the respondent bank that there was no ulterior motive to give any illegal benefit and to accommodate Shri Gera for his selection as Special Assistant and for his posting at a particular place.

On the basis of the respective contentions of the parties and other materials on record, I am answering the issues one by one.

First of all I have to consider the powers of the Interview Board given in the rules. The policy regarding the posting of clerks as Special Assistants and related matters, Circular No. 124 dated 03-01-2003 is on record. Schedule to this policy is relating to eligible criteria, length of service, procedure for selection and assessment of suitability. Rule 2 of this Schedule, which is relating to eligible criteria reads as under :—

2. Eligibility Criteria :

An employee in clerical cadre coming highest in the priority list and not otherwise ineligible shall be eligible for posting as Special Assistant.

Provided that :

- (a) He has continuously served in clerical cadre for a minimum period of seven years and on clerical duties for a period of at least two years. The 7 years period may, however, be reduced suitably in areas where persons of minimum service of 7 years are not available.

Explanation :

In a situation where an employee with 7 years or more of service has less priority marks than an employee with less than 7 years of service, employees who has served in the clerical cadre for a minimum period of 7 years shall rank higher in the priority list than the employee who has not served in the clerical cadre for 7 years although having more priority marks. Similarly in situation where 7 years period has been reduced in terms of Clause 2(a) above, an employee with 6 years of service will rank higher in priority list than an employee with 5 years of service in clerical cadre with more priority marks and so on.

- (b) The condition of two years' clerical experience shall not apply in the cases of employees having worked for 7 years in the clerical cadre and carrying composite designation of Clerk-cum-~~-----~~ However, pending posting of Spl. Asstt. They shall perform composite duties as and when required.

- (c) Cashiers, Godown-keepers, Typists and Stenos who have worked for 7 years in the clerical cadre shall be eligible for posting as Spl. Asstt., if they have worked on clerical duties for at least two years, even though on part-time basis.
- (d) He is not otherwise considered unfit for posting as Spl. Asstt. for exceptional reasons to be specified in writing.
- (e) A comparatively junior person in priority list may be posted for a job, which is regarded as technical or of specialized nature.
- (f) An employee who has received punishment for any misconduct except the punishment of warning or censure shall not be eligible for consideration for posting as Spl. Asstt. for a period of two years from the date of punishment. Punishment of warning
- (g) An employee under suspension or against whom departmental enquiry is pending or who has been charge sheeted may be called for interview but shall not be eligible for posting as Special Assistant till he is exonerated of the charge. If ultimately he is not to be guilty and he has been approved by the interview Committee, the Bank shall post such an employee as Special Assistant from the date such decision exonerating him is taken. In that case he will be entitled to notional seniority w. e. f. the date he would have been posted, but for the disciplinary action. In case of punishment being awarded for misconduct, he shall not be posted as Special Assistant and will not be eligible for posting as Spl. Asstt. for 1 or 2 years, as the case may be, in terms of above Clause (f).

Rule 3 is relating to priority list. Rule 3-A is relating to length of service, whereas, Rule 3-B is relating to Educational and other qualifications. Rule 4 is relating to the assessment of the suitability. Rule 4 reads as under:—

4. ASSESSMENT OF SUITABILITY :

- (i) Eligible employees in clerical cadre may be called for interview to determine their eligibility for posting as Spl. Asstt. as per the priority list prepared in accordance with the provisions referred to above.
- (ii) The number of candidates to be called for interview shall in the ratio of 1:1.5 i.e. number of candidates shall be 50 per cent more than the total vacancies of Spl. Asstts to be filled up in the area, to account for the shortfall due to candidates being assessed unsuitable, rejection/refusal to accept posting on approval and to avoid repetition of the selection procedure.
- (iii) The interview Committee consisting of Bank Executives shall be constituted by the Bank. The candidates approved after the interview, shall be

ranked in the order of their position in the priority list. The Interview Committee shall record the reasons for assessing a candidate as not suitable for the post of Spl. Asstt. The reasons as recorded by the Interview Committee shall be communicated to the employee concerned, simultaneously with the release of posting orders to the approved employees.

- (iv) All the candidates approved for posting as Spl. Asstt. Shall be kept in a panel prepared in the order of their position in the priority list and postings shall be made accordingly. As far as possible, postings shall be made in the same Region, in which the candidate is posted, subject to the availability of the vacancies, in the order of position in the panel. If all the candidates approved for posting as Spl. Asstt., cannot be posted in the same Region, for want of vacancies, the remaining candidates in approved panel shall be posted in the Regions within the group as per Annexure-I.
- (v) If the vacancies remain unfilled after offering posting to all the candidates empanelled for posting as Spl. Asstt. the candidates down in the priority list and who were not called for interview earlier may be considered. The number of candidates to be called for interview shall again be in the ratio of 1:1.5 i.e. the number of candidates to be called for interview shall be 50% more than the unfilled residual vacancies of Spl. Asstt. to be filled up in the area. Those who had failed to attend the interview on earlier occasion for valid reasons may also be called for interview.
- (vi) If in the meanwhile appeals as per Clause B herein below are received and the number of such appeals is more than the number of unfilled residual vacancies, then the interview referred to in Clause (V).
- (v) Above may not be held and vacancies may be adjusted as explained in para B herein below.

The plain reading of the entire legislative provision i.e. the Policy and Procedure concerning posting of clerk as Special Assistant and related matters, it is evident that before that after assessment of vacancies for Special Assistant as per rule 1 of the Schedule, a priority list has to be prepared by the management of the respondent bank. The eligibility criteria for the priority list have been mentioned in the rules in detail. Length of service, Educational Qualifications and some specific skill in technical or specialized nature is to be considered for preparing the priority list. The procedure for assessment of suitability is given in Rule 4 to the Schedule. Rule 4 (i) specifically directs that eligible employees in clerical cadre may be called for interview to determine their suitability for posting as Special Assistant as per the priority list prepared in accordance with the provisions referred to above. The

succeeding Sub Rules are relating to the number of candidates called for interview and regarding honour to be given to the priority list as per the position of any person. The selection has to be made as per the principle of seniority-cum-merit. 1:1.5 time candidates may be called for interview for the purpose to be filled up in the area to account for shortfall due to candidates being assessed unsuitable, rejection, refusal to accept posting on approval and to avoid the repetition of the selection procedure. These two Sub Rules namely; Sub Rule 1 and 2 of Rule 4, makes it clear that the management of respondent bank may call for the candidates for interview, but the Interview Board cannot violate the priority list prepared as per Rule 3. I am not inclined to accept the contention of the management of the respondent bank that calling of 1:1.5 times candidates for the interview gives unrestricted powers to the Interview Board for selection or rejection of any candidate just on the basis of interview. The purpose of calling 1:1.5 times candidates for interview is very well mentioned in Sub Rule 2 and that is to avoid repetition of the selection procedure. It is true that it cannot be said that Interview Board has no say in the matter of interview for the post of Special Assistant, but the Interview Board has no authority to violate the priority list maintained under Rule 2 and 3.

On the nature of appointment based on seniority-cum-merit, Hon'ble the Apex Court in a case reported in V.B. Shivaiah and others Vs. K. Adanki Bala & others AIR 1998-Sc-2565 held as under :—

“There arrive at the conclusion that the criteria for seniority-cum-merit in the matter of promotion postulates that given the minimum necessary merit requisite for efficiency of administration. The senior, even though as meritorious, shall have priority and a comparative assessment of merit is not required to be made. For assessing the minimum necessary merit, the competent authority can lay down the minimum standard i.e. required and also prescribed the mode of assessment of merit of the employee, who is eligible for consideration for promotion. Such assessment can be made by assigning the marks on the basis of appraisal of performance on the basis of service record and interview and prescribing them minimum marks, which would entitle a person to be promoted on the basis of seniority-cum-merit.”

The policy and procedure concerning posting of clerks as Special Assistants and related matters contains the criteria for promotion of the candidate and the criteria as mentioned in Rule 2 and 3 of the Schedule to the policy. Taking interview is also part of that criteria but no marks has been allotted by this policy, to be given by the Interview Board to the candidate. Meaning thereby, if any candidate is qualified as per the policy he cannot be disqualified by the Interview Board as per the law laid down by the Hon'ble the Apex Court in the above mentioned judgment just on the basis of the interview, without explaining the reasons by the Interview Board. Meaning thereby, if any candidate is in the priority list, he cannot be rejected just on the basis

of interview without showing any cause for his rejection. Sub Rule III of Rule 4 makes it clear that Interview Committee shall record the reasons for assessing a candidate not suitable for the post of Special Assistant. Without explaining reasons, the Interview Board has no power to reject a person who is otherwise eligible for the post.

For the interview dated 27-07-2004, no reasons for rejection of Smt. Asha Miglani is given by the Interview Board. Thus on issue no. 1, I am of the view that it is not only the interview of the candidate which is material for selection or rejection, but it is one of the criteria for selection of the candidate for the post of Special Assistant. The other criteria, the priority list on the basis of seniority and Educational Qualifications etc. cannot be ignored by the Interview Board while interviewing a candidate for selection of Special Assistant. If the Interview Board finds that a particular candidate, who comes amongst the priority criteria, because of some special reasons, is not the deserving candidate for the post, the Interview Board can reject the candidate by explaining the reasons for rejection. In absentia of explaining the reasons in writing, the Interview Board has no power/discretion to reject any person for the selection of Special Assistant.

Issue number 2 and 3 are taken together. Smt. Asha Miglani has challenged the authority of Interview Board on the grounds of malafide. It is true that virus of selection procedure cannot be challenged before this Tribunal, but if the selection procedure has been challenged on illegality, malafide and without jurisdiction and violations of authority, this Tribunal has got the powers to discuss the issues. The procedures before this Tribunal are of different nature. The proceedings are absolutely governed by the principles of justice, equality and good conscious. Under such circumstances, where malafide and illegality of any action of the management is before the Tribunal, it should be answered to prevent the miscarriage of justice. Ultimately, it is justice which has to be prevailed in the Tribunal and not mere adjudication. The justice should be ensured within the canons of law and rules of the department. After going through the evidence of parties, I am of the view that the result of interview held on 27-07-2004 was not fair, legal and justified. I am mentioning the reasons for my decision as follows :—

1. The management of respondent bank, while assessing the vacancies of Special Assistants as per the policy dated 03-01-2003, only declared the post of Special Assistant vacant at Branch Office, Chora. The Branch Office, Subji Mandi, Panipat was not declared vacant, whereas, the vacancy lie in Branch Office, Subji Mandi, Panipat. The interview was held for the post of Special Assistant at Chora.

2. As per the seniority list given by the management of respondent bank as Annexure 1 to reply, makes it clear that name of Smt. Asha Miglani was at serial no.2, whereas, the person selected was at serial no. 5. Meaning thereby Shri Rakesh Gera as admitted by the management was junior to Smt. Asha Miglani. In priority marks as per Annexure 2,

Smt. Asha Miglani was given 21 marks, whereas she was give 5 marks for Educational Qualifications, whereas Shri Rakesh Gera was given 19 marks and he was given 7 marks for Educational Qualifications. Smt. Asha Miglani was having 26 priority marks whereas Shri Rakesh Gera has also 26 marks. As per the policy, in case equation of priority marks, the seniority of the, candidate has to be honored. That was not honored.

3. The reasons for rejection of the candidature of Smt. Asha Miglani were not mentioned by the Interview Board. It is violative of Sub Rule 3 of Rule 4 relating to assessment of suitability. Without assigning any reasons, in violation of Rule 3 of Sub Rule 4, the candidature of Smt. Asha Miglani was rejected. It was nothing but an arbitrary act of the Interview Board.

4. The favoritism of the management, which constitute the malafide intention of the management, is also clear from the fact that Shri Rakesh Gera was not only selected for the post of Special Assistant for the declared vacancy at Branch Office, Chora, but without joining at Branch Office, Chora, he was transferred to Branch Office, Subji Mandi, Panipat, just near to the place of his posting against the post, which was not even advertised for selection.

5. There is force in the contention of the workman that it was malafide done by the management, because if the management had advertised both of the posts, at a time, meaning thereby Branch Office Chora and Branch Office, Subji Mandi, Panipat, Smt. Asha Miglani being the lady candidate has priority over Shri Rakesh Gera for the posting at Branch Office, Subji Mandi Panipat. It is true that 4 candidates were approved, but other three candidates, which were approved are below Shri Rakesh Gera in priority criteria. This is also one of the circumstances, which shows the favoritism of the management towards Shri Rakesh Gera.

6. Shri Rakesh Gera from Subji Mandi Branch Office was again transferred to the Branch Office in which he was originally working. The management has provided with a letter for the purpose of accommodating Shri Rakesh Gera at Subji Mandi, Panipat, where he was working as CTO as Special Assistant. Surprisingly, the Deputy Manager has requested the Regional Manager vide letter dated 02-08-2004 for providing the services of Shri Rakesh Gera as Special Assistant to that branch. The management has contended that these transfers were in exigencies of administrative functioning. It is true that there may be exigency of work in any particular department or in any particular Branch Office, but in the ordinary course of nature, it cannot be accepted that for the exigency of every branch, the services of a particular official is required until and unless the particular official is not having the special skill for the particular exigency. It is no case of the management that Shri Rakesh Gera was having any special skill to work in case of administrative exigency in a particular branch. Firstly, he was listed as number 1 in the list of selected candidates by the Interview Board, thereafter, he was given the posting at Chora Branch, which was declared vacant at the time of interview, thereafter transferred to the

Subji Mandi Branch, Panipat, where no vacancy was declared and ultimately he was again transferred to his original place of posting at CTO, Panipat by the management, which shows the malafide of the management of the respondent bank and such malafide indicates that the interview was not held fairly.

7. The management of bank has also enclosed the Policy of transfer of staff. Rule 2 of this transfer policy is relating to the transfer on promotion. This policy barred the management to post a Special Assistant after his promotion on the same station. Exceptions have been given that a lady candidate can be accommodated on the same station, if the vacancy exists. Likewise, in case of President, Secretary or office bearers, if vacancy exists they can also be accommodated on the same place. Shri Rakesh Gera was neither a lady nor any office bearer of any employees' Union; hence, his accommodation by the management of the bank was violative of the transfer policy. This all shows that right from the interview to his transfer from different branches, it was done to the benefit of his candidature.

8. On the transfer of Shri Rakesh Gera from one place to another, no reasons have been mentioned. As stated earlier, it only contended by the management of the respondent bank that it was done on administrative exigencies. When the action of the management is challenged on the grounds of its malafide, the management should tell the administrative exigency. The management failed to prove the administrative exigency. Moreover, the administrative exigency is the exigency of work not of a particular man unless and until it is not proved that a particular man is only a fit person for the administrative exigency.

It is true that with the intervention of the Regional Labour Commissioner (the Conciliation Officer), the bank realized his fault and promised through a settlement to interview Smt. Asha Miglani again. Smt. Asha Miglani was again deprived on the grounds that she lacks banking knowledge (routine). This Tribunal recorded the statement of parties by open eyes. It is stated by Smt. Asha Miglani in her cross-examination on 04-05-2009 that she was discharging, functions of Special Assistant much before the interview. It shows that nature of work even after selection as Special Assistant remains as such. The change was in designation and remuneration and not in the nature of work. In the ordinary course of nature, it cannot be expected that a person is working with the bank on a particular job efficiently for a long time and when she is interviewed, she lacks the primary knowledge of that work.

It is true that transfer of Shri Rakesh Gera from one Branch to another should not have been discussed by the Tribunal in ordinary course of nature, but it was a consequential to the reference referred by the Central Government. No option was left to the Tribunal, but to discuss the same in detail. The right of a woman was violated by the respondent bank. Though senior in priority criteria, she was not considered by the Interview Board for

selection to the post of Special Assistant without assigning any reason. The selection was not bonafide and fair as it is clear from the reasons mentioned in the body of this award. Government of India and every Judicial Forum discharging the judicial and quasi-judicial functions is sensitized in the cause of the women. I am not saying that it was a case of deliberate gender biasness by the management, but the way management has acted in this case; it was the violation of the right of a woman who has knocked the door of this Tribunal through Central Government. Both of the issues are accordingly answered.

I am coming to the relief part. The workman has requested for her appointment as Special Assistant from 27-07-2004. It is beyond the jurisdiction of this Tribunal. The Tribunal should not act as the appointing authority of the bank. While adjudicating issue no. 1, in which the powers of the Interview Board have been discussed in detail, it will be proper for this Tribunal to have restraint in exceeding its powers. Accordingly, it will be proper to direct the management of respondent bank to consider Smt. Asha Miglani, as Special Assistant w. e. f. 27-07-2004. The bank is at liberty to adopt any procedure accordingly to law. This Tribunal is hopeful that while adopting the procedure according to law, if any, the management of respondent bank will act in the way as mentioned in the answer to issue number 1. Thus, I am directing the management of respondent bank to consider the candidature of Smt. Asha Miglani, once again to promote her to the post of Special Assistant w. e. f. 27-07-2004 and to give her all the consequential benefits of Special Assistant from 27-07-2004 as such. I am hopeful that the management, this time will honestly implement the scheme of legislature regarding the promotion and transfer. While directing the bank for considering the candidature of Smt. Asha Miglani w. e. f. 27-07-2004, it is made clear that if possible no adverse effect be given to the other candidates and it should be in the case of the protection of the right of the senior candidate to go for any adverse order regarding juniors: If scheme of the bank permits to protect the rights of Smt. Asha Miglani without affecting the rights of any junior candidate, it should be preferred by the management.

Smt. Asha Miglani has also prayed for some strictures like orders against the management of the bank. It is not within the jurisdiction of this Tribunal. This Tribunal has to confine itself for the adjudication of the rights of the parties and nothing else.

The workman being a female candidate is entitled for Rs. 10,000 (Rupees ten thousands only) as costs of litigation. The cost is imposed with a view that she was compelled to go for the litigation by management on account of its failure to implement the scheme of promotion and transfer, fairly, properly and as per rules. Accordingly, the reference is answered. Central Government be approached for publication of Award, and thereafter, file be consigned to record.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का. आ. 3371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 46/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/378/94-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 17th November, 2009

S. O. 3371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.46/95) of the Central Government Industrial Tribunal-1 Chandigarh, now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 11-11-2009.

[No. L-12012/378/94-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No.—I.D. No. 46/95

Shri Harmeet Singh, H.No. 3446, Sector-27-D,
Chandigarh. ...Applicant

Versus

The Divisional Manager, Punjab National Bank,
Zonal Office, Sector-17, Chandigarh. ...Respondent

APPEARANCES

For the Workman : Sri D. R. Sharma.
For the Management : Sri S. C. Negi.

AWARD

Passed on : 29-10-2009

Government of India vide notification no. L-12012/378/94-IR(B-II) dated 30-5-95, referred the following industrial dispute for adjudication to this Tribunal :—

“Whether Shri Harmeet Singh, Car Driver was an employee of the Punjab National Bank, Chandigarh ? If so, whether the action of the Bank Management in terminating his services w.e.f. 15-7-93 is legal and justified? If not, what relief is Shri Singh entitled to?”

After receiving the reference, parties were informed. They filed their respective pleadings. On perusal of the pleadings of the parties, the main grievances of the workman seems to be that he had worked with different officers of the management of respondent bank from 26-10-86 at different salaries in different time. Previously the salary was Rs. 850 per month which was further increased from time to time to Rs. 950, Rs. 1200, Rs. 1350 and Rs. 1550 per month respectively. The services of the workman were terminated by the management of the bank on 15-7-93 without any notice, one month wages in lieu of the notice or retranchment compensation. As per the policy of the management of respondent bank the services of the drivers working with the officers of the bank were regularized, but services of the workman were not regularized. Juniors to workman were considered for regularization, whereas, the name of the workman was not considered against the policy. The termination being against the provisions of the Act, is illegal and void. On the basis of the above facts, the workman has prayed for an order for setting aside the termination order and for reinstatement of his services with consequential benefits.

The management of the respondent bank filed written statement denying all the allegations of the workman. Preliminary objections were raised by the management of respondent bank that there is no employer-employee relationship between the management of the bank and the workman, and accordingly, no question for termination of his services by the bank arise. It was the contention of the bank that as per the provisions of the bipartite settlement, governing the service conditions of the employees, certain officers are empowered to engage personal drivers and the wages they incurred on such engagement can be reimbursed from the bank. Under the said provisions, the workman was engaged by different officers during different period and the wages were paid directly by the officers and not by the bank. The wages paid by the officer concern to the workman were thereafter, reimbursed by the officer from the bank.

Regarding regularization of the services of drivers engage by the officers of the bank, it was the contention of the respondent bank that as per the policy of the bank all the persons who had worked as personal driver of the officers were given the opportunity for interview and after interview 11 persons were given the regular appointment as per the seniority. The name of the workman found place at serial no. 16 in the merit list, whereas only 11 persons were absorbed in the services as class IV employees as per the policy of the bank.

Both of the parties were afforded the opportunity for adducing evidence, oral as well as documentary. I have gone through the evidence of the parties and heard them at length. The main issues for adjudication before this Tribunal in this reference are as follows :—

(1) Whether there existed any employer-employee relationship between the workman and the management of the respondent bank ?

(2) Whether the workman was illegally ignored for absorption in the services as Class IV employee.

(3) To what relief the workman is entitled ?

I am answering all these issues one by one.

It is admitted fact that the service conditions of the employees and the business of the bank is regulated by bipartite Settlement, Desai Award, and Shastri Award. As per the provisions of bipartite settlement, all the AGM's, Regional Managers Chairman of RRB's and RM's are empowered to engage personal drivers on the vehicle (Jeep/Car) provided by the bank. As per policy, vehicle is to be provided by the bank and it is left on the officers provided with the vehicle to engage their personal driver and whatever they incurred on engaging the personal driver can be reimbursed from the bank as salary. From the pleadings of the workman, it is clear that he was engaged as the personal driver by certain officers and the wages were paid by such officers in personal capacity. The wages paid to the drivers were reimbursed by the officers from the bank. No doubt, in pleadings this scheme has been challenged by the workman that actually the payment was made good by the bank to the officer concern. In this regard, it will be proper to state that virus of this policy has not been challenged before this Tribunal and this Tribunal is bound to adjudicate and answer the issue of employer and employee relationship between the workman and the management of respondent bank in terms of the scheme. It is specifically mentioned in the bipartite settlement that officers of the bank are eligible for the vehicle to be provided with by the bank but no official driver shall be provided. They are at liberty to engage their personal driver as per the rates fixed by the bank with liberty to reimburse the amount paid to the drivers from the bank. The workman was engaged as a personal driver by a number of officers during different periods. The workman was not engaged/appointed by the bank but he was appointed by the officers of the bank competent to appoint him as personal driver in personal capacity the wages were paid by the officer concern in personal capacity and not by the management of respondent bank. The workman was not under the administrative control of the bank and he cannot claim that he was an employee of the bank. Thus, for the purpose of this engagement, the workman shall be considered to be a personal driver of the officer concern which does not create any relationship of employer and employee between him and the management of respondent bank. The issue No. 1 is accordingly answered.

The issue No. 2 is regarding the absorption of the workman as Class IV employee of the bank. As per the

scheme of the bank the benefit is given to the personal drivers appointed by the competent officers for their absorption against Class IV employees of the bank. 25% of the vacancies of Class IV employees are reserved for such absorption. It is the contention of the workman that he was not considered illegal for absorption against Class IV vacancy, whereas, the management of respondent bank has contended that 11 vacancies were available and all the 21 personal drivers, engaged by the competent officers in their personal capacity, were interviewed by the management of the bank as per their seniority. Only 11 persons were given the appointment in subordinate cadre of the bank. The name of the Harmeet Singh, the workman was at Serial No. 16, hence, he was not considered for absorption. The workman has challenged the seniority list provided and filed by the management. A list of persons who were interviewed as per their seniority is filed by the management. I have gone through the evidence of the parties. I am unable to find out any substance in the evidence which can support and corroborate the contention of the workman that he was senior to the persons absorbed in the services as Class IV employees. The management of the respondent bank, called for all the personal drivers for interview and absorbed the services of 11 persons. As per seniority in Class IV vacancy the name of the workman find place at serial No. 16. Accordingly, as per the policy, only 11 persons were appointed and there was no substantial and legal claim of the workman to be absorbed in the services as Class IV employee.

Thus, for both of the accounts namely workman was not the employee of the management of the respondent bank and the management of the bank has not violated the policy regarding absorption of personal drivers as Class IV employees, and any provisions of the Industrial Disputes Act, the workman is not entitled for any relief. The reference is accordingly answered. Central Government be informed for publication of award, and thereafter, file be consigned to record room.

G.K.SHARMA, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का. आ. 3372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1 चंडीगढ़ के पंचाट (संदर्भ संख्या 102/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/115/93-आई आर.(बी--11)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 17th November, 2009

S. O. 3372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.102/93) of the Central Government Industrial Tribunal - I Chandigarh, as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 11-11-2009.

[No.L-12012/115/93-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. LD. No. 102/93

Shri Raj Kumar, C/o Shri Tek Chand Sharma, 25, Sant
Nagar, Civil Lines, Ludhiana-141001.

.....Applicant

Versus

The Zonal Manager, Punjab National Bank,
Firoz Gandhi Market, Ludhiana.Respondent

APPEARANCES

For the workman : Sri Tek Chand Sharma
For the Management : Sri N.K. Zakhmi.

AWARD

Passed on : 29-10-2009

The Government of India vide notification No. L-12012/115/93-IR-(B-II) dated 1-9-93, referred the following industrial dispute under Section 10 of the Industrial Dispute Act, 1947 (the act in short) for adjudication to this Tribunal:—

“Whether the action of the management of Punjab National Bank, Ludhiana in dismissing the services of Shri Raj Kumar w.e.f. 4-5-85 is legal and justified? If not, what relief, the concerned workman is entitled and from what date?”

After receiving the reference, parties were informed. They filed their respective pleadings. On perusal of the pleadings of the parties, it is evidently clear that dispute between the parties is regarding the nature of the enquiry proceedings conducted by the enquiry officer. As per the statement of claim and written statement the

workman was working as the teller in the respondent bank during the period in question. It was alleged by the management that a sum of Rs. 2,000 and further a sum of Rs. 1,000 were respectively withdrew by the workman on 23-10-84 and 26-10-84 from the saving bank A/c No. 67383 of Smt. Kuldip Kaur W/o Kewal Singh under her forged signature. Smt. Kuldip Kaur filed a complaint and a chargesheet was given to the workman. The workman replied the charge sheet. Thereafter, enquiry officer was appointed and the workman admitted the charge before the enquiry officer. The enquiry officer on the basis of the admission submitted the enquiry report. The disciplinary authority after issuing show cause notice along with proposed punishment and after affording the opportunity of personal hearing awarded the punishment of dismissal of the workman from the services. In the proceedings before this Tribunal, the workman has challenged the nature, validity and legality of his admission. On perusal of the pleadings, it is clear that the workman admitted the admission but has challenged its nature. In para no. 14 & 16, the workman has specifically admitted the admission. Para 16 of the statement of claim begins with the fact that the alleged confession cannot be considered as legal unless it was supported by circumstantial evidence and facts on record. It shows that nature, legality and validity of admission (confession) has been challenged by the workman, whereas, it is admitted that he made the admission. The workman has also challenged the authority of enquiry officer and the disciplinary authority.

Both of the parties were afforded the opportunity for adducing evidence, oral and documentary. They availed the opportunity. Parties were heard at length. On perusal of the materials on record, I am unable to accept the contention of the workman that charge sheet was given by the unauthorised person and enquiry officer was not competent to conduct the enquiry. Likewise, the contention of the workman that disciplinary authority was not competent to award the punishment does not find any favour.

I have gone through the charge sheet, reply to the charge sheet and the enquiry proceedings. Enquiry proceedings dated 18-3-85, make it clear that workman was given and afforded proper and reasonable opportunity of being heard. He has admitted the charge in his full consciousness. The enquiry officer again and again asked the workman whether he has admitted the charge voluntarily. The workman replied positively. Apart from it, there are certain letters written by the workman to the Chief Manager, Punjab National Bank, Civil Lines, Jalandhar admitting the withdrawal of amount illegally for which he was charge sheeted. In one of the letter dated 5-11-. (Year is not clear), the workman has specifically admitted that he

withdrew the amount in question from a/c no. 67383 of Kuldip Kaur. In letter dated 5-11-84 written to the Manager, Punjab National Bank, Civil Lines, Jalandhar, he has specifically admitted the charges with a contention that he has not committed any act of similar nature, apart from the act for which he was charge sheeted. He has requested for lenient attitude of the bank on quantum of punishment. In letter dated 8-11-84 he has again admitted entire charges in clear and specific term and requested for leniency in awarding the punishment. Thus, at every stage proper opportunity was given to the workman and the workman has admitted the charges levelled against him at every stage. In spite of it, the enquiry was ordered to be conducted and the workman again admitted the charges before enquiry officer. Once the workman has voluntarily admitted all the charges, he cannot challenge his admission on the ground of violation of principles of natural justice. He is at liberty to challenge the admission but he has to prove that the admission he has made was not voluntary. This fact has to be proved by cogent evidence. There is no iota of evidence to prove any duress, threat or any other such circumstances to prove that the admission he made was not voluntary. The workman has used garlanding words in his pleadings that confession cannot be relied upon unless supported with circumstantial evidence. Voluntary admission is the good price of evidence which prove the charge and no corroboration is required. The proceedings before this Tribunal are of different nature. These proceedings cannot be equated with the proceedings of Civil Courts. Provisions of Evidence Act are not applicable in the departmental proceedings and proceedings before this Tribunal. The cases are to be disposed off on the principles of natural justice, equity and good conscious. Hon'ble Justice Krishan Ayar, the eminent proponent of social justice, at one occasion has viewed that in the departmental proceedings and proceedings before this Tribunal, there should be no allergy even with the hear say evidence, if it has weight and credibility. No doubt, in this reference there is no question of hear say evidence as the workman has admitted the charges voluntarily. He is unable to prove that his admission is not voluntary and any prejudice was caused to him by submitting the enquiry report by the enquiry officer merely on his admission. Thus, on the basis of the above observation, I am of the view that admission by the workman was voluntarily and submitting the report by the enquiry officer on the basis of voluntary admission suffers with no illegality.

The workman was working in the financial institution like bank. The only business is the financial transactions in which the integrity of highest standard is required. Thus, the disciplinary authority after affording the opportunity of being heard has rightly awarded the punishment to the workman and there is no occasion for this Tribunal to interfere in the punishment awarded by the disciplinary authority. The reference is answered

accordingly. Let Central Government be approached for publication of this award, and thereafter, file be consigned to record room.

G.K.SHARMA, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2009

का. आ. 3373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1 चंडीगढ़ के पंचाट (संदर्भ संख्या 131/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/276/98-आई आर.(बी-II)]

यू.एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 17th November, 2009

S. O. 3373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.131/99) of the Central Government Industrial Tribunal-cum-Labour Court -1, Chandigarh, as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 11-11-2009.

[No. L-12012/276/98-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. No. 131/99

Shri Parminder Singh, C/o General Secretary, All India Trade Union Congress, Chowk Dholewal, Ludhiana.

...Applicant

Versus

The Manager, Indian Overseas Bank, Jagraon, Lajpat Road, Ludhiana.

...Respondent

APPEARANCES

For the the workman ; Sri O.P.Mehta .

For the Management : Sri R.K.Chopra

AWARD

Passed on : 30-10-2009

Government of India , vide notification no. L-12012/276/98/IR (B-II) dated 13-5-99, by exercising its

powers under Section 10 of the Industrial Disputes Act 1947 (the Act in short), referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Indian Overseas Bank in termination of services of workman Sh. Parminder Singh S/o Sh. Nahar Singh without paying him retrenchment compensation is just and legal? If not, what relief the concerned workman is entitled to and from what date?”

On perusal of the statement of claim of the workman, it is evident that workman has approached this Tribunal for the relief of his reinstatement into the services with consequential benefits on the ground that his services were terminated illegally without notice or terminal dues. It is the contention of the workman that he was engaged as Class IV employee and had worked for one and half years from 17-10-86 to 1-4-98. He worked for more than 240 days in the preceding year from the date of his termination. From the date of his termination, he has been an employee and still has no work for his survival.

The management of the bank appeared and contested the claim of the workman by filing written statement. It is the contention of the management that workman was engaged on daily wages for the petty work of the bank. He was not appointed against any substantial vacancy, hence, no notice or terminal dues were required to be given/paid before the termination of his services. The workman had not completed 240 days of work in the preceding year from the date of his termination and, accordingly, he is not entitled for any relief. It is also contended by the management of the respondent bank that the workman being a rickshaw puller was entrusted some work to deliver some letters to local parties for which he was paid Rs. 30 per trip as conveyance charges. Whenever his services were taken by the bank for some other work, he was paid Rs. 50 per day.

Both of the parties were afforded the opportunity for adducing oral evidence. Documentary evidence, with the intervention of this Tribunal, was also filed by the management. I have gone through the entire evidence available on record oral and documentary. I have heard the parties and their respective learned counsel at length. During cross-examination of MW(1), the witness of management, this fact came to the notice of this Tribunal that the work discharged by the workman has no nexus with the act of rickshaw pulling as alleged by the management. This Tribunal has no concern about the work done by the workman prior to his engagement with the bank. After his engagement by the bank he had not worked as the rickshaw puller and the work he discharged with the bank has no nexus with a rickshaw puller. Thus, the

contention of the management of the bank cannot be relied upon.

It is also the contention of the bank that the workman was daily waged worker, the bank was not obliged to serve upon any notice or to pay the terminal dues before the termination of his services. I am not inclined to accept this contention because the provisions of the Act also protected the termination of a daily waged worker, if it is against its provisions. It is contended by the bank that a daily waged worker has no right to post. It is an admitted fact that a daily waged worker has no right to post. The question before this Tribunal is regarding the illegality of the termination order and not the regularization of his services. Accordingly, the issue that the workman was a daily waged worker and had no right to post is not in question. The provisions of the Act govern and regulate the termination of the daily waged worker. There is no bar for the termination of the services of a daily waged worker but the Act regulates it. It is regulated in the way that if the management desire to terminate the service of any daily waged worker, a month notice or a month salary in lieu of notice along with the terminal dues are required to be given/paid. If the management fails to comply with these provisions, the termination order is void and illegal being against the provisions of the Act.

From the above discussion, it is clear that the services rendered by a daily waged worker to an organization are also regulated by the provisions of the Act and it cannot be terminated against the provisions of the Act.

The next question before this Tribunal is whether the workman had completed 240 days of work in the preceding year from the date of his termination? It is also the condition precedent to seek protection under the provisions of the Act.

In garlanding words, the workman has stated, narrated and stressed again and again that he had completed 240 days of work in the preceding year from the date of his termination. No documentary evidence has been filed by the workman. On the other hand, with the intervention of the Tribunal the management of the respondent bank has filed all the vouchers by which the workman was paid wages along with the attendance register for the period in question. As per the statement of the workman, he was not interviewed nor given any appointment letter. His name did not figure in any of the attendance register provided with by the bank. On the basis of the vouchers filed by the management, I am of the view that workman had not completed 240 days of work in the preceding year before the date of his termination. There are 120 plus vouchers on record. It is not challenged by the workman that all the vouchers have not been filed. Thus, on the basis of the evidence on record oral and

documentary, I am of the view that workman had not worked for 240 days in the preceding year from the date of his termination. On the basis of above discussion, I am of the view that there was no illegality in terminating the services of the workman without notice or terminal dues. There is no other claim of the workman like junior was retained in the services, whereas, his services were terminated. Thus, in absentia of other claims and for his failure to prove that he has completed 240 days of work with the management in the preceding year from the date of his termination, there is no occasion before this Tribunal to accept the claim of the workman. He is not entitled for any relief. The reference is answered accordingly. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 18 नवम्बर, 2009

का. आ. 3374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट (संदर्भ संख्या 2/31 आफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-11-2009 को प्राप्त हुआ था।

[सं. एल-12011/245/2000-आई आर(बी-II)]

यू.एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 18th November, 2009

S. O. 3374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 the Central Government hereby publishes the Award (Ref. No.2/31 of 2001) of the Central Government Industrial Tribunal, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 17-11-2009.

[No. L-12011/245/2000-IR (B-II)]

U.S. PANDEY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A.A. LAD, Presiding Officer

Reference No. C.G.I.T. 2/31 of 2001

Employers in relation to the management of Syndicate Bank
The Deputy General Manager,
Syndicate Bank,

Zonal Office, Maker Tower 'E'
2nd Floor, Plot No. 85, Cuffe Parade,
Colaba, MUMBAI-400 005

... First Party

V/s.

Their Workmen

The President,
Syndicate Bank Employees Union,
through Workman Mr. Vinod Kumar Amin,
1-A, Palm View, Plot No. 8, Amritvan-1,
Near Ciba, Goregaon (East),
MUMBAI-400 063. ... Second Party

APPEARANCES

For the Employer : Mr. R. N. Shah, Advocate

For the workman : Mr. R. D. Bhat, Advocate

Date of reserving the Award : 07-09-2009.

Date of passing the Award : 30-09-2009.

AWARD-PART-II

The Government of India, Ministry of Labour by its Order No. L-12011/245/2000-IR-(B-II) dated 12-2-2000, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of Syndicate Bank by dismissing Shri Vinod Kumar from the services of the Bank is justified and proper? If not, then what relief the workman is entitled to?”

2. Workman Vinod Kumar Amin was engaged as Clerk in the management Syndicate Bank in the year 1977. Vide Claim Statement (Exhibit-6) workman pleaded that he was an active union member and that due to union activities, bank had grudge against him. It is averred that workman while working as Clerk-cum-Typist in Khar Branch though he had put 22 years unblemished service, he was issued charge sheet dated 23-7-1998 alleging that he had floated the firm M/s. Amigo Industries with one of his brothers as partners only to circumvent the provision that he cannot be partner and was financially involved in the affairs of the firm while in service of the bank thereby committed grave misconduct attracting clause 19.5 of the Bi-partite Settlement. It is averred that because of differences in partners the manufacturing process of the firm was stopped and that though he had not taken any interest in the business of the firm, he was alleged to have involved in the business, which he had replied on 8-9-1998. However not satisfied with the reply the bank initiated domestic inquiry against him through the Inquiry Officer Mr. Acharya. It is contended that the domestic inquiry conducted against him was in violation of Principles of Natural Justice and fair play and that findings recorded by the Inquiry Officer are

perverse. It is contended, Mr. Acharya who was Manager (IR-Cell) was active office-bearer of Syndicate Bank Officers Association holding the position as Zonal Council Member and at workman being an active union member of the Award Staff, was biased against him, therefore, he had requested the Disciplinary Authority to change the Inquiry Officer Mr. Acharya, however, management turned down his request and thereby prejudice had caused to him. It is further contended that the bank though did not examine the witnesses the Inquiry Officer relied on the documents in connection with those witnesses as if, contents therein were gospel truth. It is pleaded that with undue haste inquiry was completed and that the findings of the Inquiry Officer holding him guilty are not based on the evidence and the documents led before him, consequently, findings are perverse. It is averred that inquiry as a whole vitiates, however, despite that the Disciplinary Authority based on the report dated 8-7-1999 dismissed the workman by the order dated 25-9-1999. It is contended workman had assailed the said dismissal before the Appellate Authority, however, his appeal was turned down on 6-12-1999. It is contended since the inquiry vitiates the management's action of dismissing the workman is unjustified, and therefore, workman be reinstated in service with full back wages.

3. Management Bank resisted the claim of workman by filing Written Statement (Exhibit-11) contending that workman while working at Nana Chowk Branch carried out business in the name of M/s. Amigo Industries, and therefore, he was charged vide charge-sheet dated 23-7-1998 for engaging in trade or business outside the scope of his duties under clause 19.5 (a) of the Bipartite Settlement and that inquiry was conducted on the charges. It is averred that Inquiry Officer giving sufficient opportunity, by the report dated 8-7-1999 held the workman guilty and that considering the proved grave charges he was dismissed by the order dated 25-9-1999 which was endorsed by the Appellate Authority. It is averred in detail that workman carried on the business in the name of Amigo Industries who were the constituent of Jogeshwari Branch Mumbai and that on 3-5-1993 the said partnership firm opened a Current Account No. 948 with Jogeshwari Branch and availed certain credit facilities with the said branch since 1994 and that liabilities aggregating to Rs. 58 lacs had caused to the books of the bank without adequate securities to fall back upon. It is averred one of the partners Mr. Kalmadi who is the brother of the workman, had furnished address of Goregaon (East) which is the address of the firm and also residence of the workman and that when the firm approached the bank for sanction of credit facilities workman approached the bank for getting the credit facilities sanctioned and invested in the business of the said firm and also involved himself in the maintenance of

the books, purchase etc, which circumstances indicate that the workman floated the said firm with his brother which was against the provisions of the Bipartite Settlement. It is pleaded Mr. Acharya conducted fair inquiry with the assistance of the Presenting Officer Mr. Prasad and Defence Representative Mr. Kini. It is contended Inquiry Officer with detailed reasons appreciating the evidence recorded the findings, and therefore, the inquiry does not vitiate consequently cannot be interfered by this Tribunal. Bank, therefore prayed to dismiss the claim of the workman.

4. By rejoinder (Exhibit 12) workman reiterated the recitals in the Claim Statement denying the averments in the Written Statement.

5. On the basis of the pleadings preliminary issues were framed at Exhibit 15 and in that context workman Amin filed affidavit (Exhibit 16) in lieu of Examination-in-chief and closed oral evidence vide purshis (Exhibit 20). In rebuttal, Mr. Acharya Chief Manager filed affidavit (Exhibit 21) and the Management Bank closed evidence vide purshis (Exhibit 22).

6. In view of the above pleadings my Ld. Predecessor framed issues at Exhibit 15. Out of them Issue Nos. 1 and 2 were treated as preliminary issues which are regarding fairness of enquiry and provisions of the findings. By passing Part I Award on 28th May, 2003 my Predecessor observed enquiry was not fair and proper and finding perverse. Even my predecessor directed Management to lead evidence to justify its action.

7. Now issue of action taken by Management whether is justified or not is taken for consideration which I answer as follows :—

ISSUE.

FINDINGS

3. Whether the action of the Syndicate Bank by dismissing Shri Vinod Kumar from the services of the Bank is justified and proper?

No

4. What relief Mr. Vinod Kumar is entitled to?

2nd Party is require to reinstate with full back wages and continuity of service.

REASONS:

Issues Nos. 3 & 4

8. To justify action of termination Management has examined Satish Kamath at Exhibit 33 in lieu of his examination-in-chief who states that, he himself worked as a Manager at Khair Patalganga Branch since 22-9-1988 till 9-1-2001. He states that, earlier he was also working as

Officer, Vigilance Unit, Mumbai and at present he is working as Senior Manager at Syndicate Bank, GM's office, Udapi. He states that, as per instructions given by Head office, Vigilance Cell, he conducted investigation in respect of involvement of Shri Vinod Kumar, the concerned workman in the credit facility extended to M/s. Amigo Industries at Bank's Jogeshwari Branch. He states that, during his investigation he seized certain documents from Jogeshwari Branch where he found, Account No. 5009 was opened in the name of Ganesh Gupta which was introduced by 2nd Party, concerned workman. He also states that, Savings Bank Account No. 5010 was opened in the name of Mr. Premnath Kalmadi which was also introduced by the 2nd Party Vinod Kumar and the address given therein is the same as of the residence of the 2nd Party Workman. He further states that, he learnt that, MEX 3 reveals that, the transactions in S.B. Account No. 5009 of Mr. Ganesh Gupta from which it is observed that, on number of occasions amount has been transferred to Current Account of M/s. Amigo Industries. He also states that, in the investigations he noted from the transactions in S. B Account No. 5010 of Mr. Premnath Kalmadi that amount has been transferred to Current Account of M/s. Amigo Industries on various occasions. He states, that he learnt that, Current Account No. 948 of M/s. Amigo Industries at Jogeshwari, was opened. He noted that, a partnership firm, wherein Premnath Kalmadi and Rajendra Singh are the partners of the firm. He further states that, he noted various transaction in Account No. 5/96 of M/s. Amigo Industries at Bank's Jogeshwari Branch. He further states that, he noted that, Mr. R. B. Singh one of the Partner of M/s. Amigo Industries has written a letter to the Manager of Bank's Jogeshwari Branch alleging that, the records pertaining to the records of the firm are in the custody of the 2nd Party Workman viz. Vinod Kumar which speaks number of things about his involvement in the activities of the 2nd Party workman with Amigo Industries and helping it to enter into transaction with 1st Party's Jogeshwari Branch and Ganesh Gupta other partner. In the cross he states that, about 70 kms is the distance from Bombay Central to Tarapur where the 2nd Party workman was working. He states that, Western Railway is the only facility to reach that destination. He states that, he has no idea whether local trains are available to go to Tarapur. He states that, Parag Industry is situated at Badlapur which is on Central Railway. He states that, 2nd Party Vinod Kumar was working at Nanachowk Branch and during that period he was residing at Goregaon. He states that, the said distance can be traveled by Western Railway. He states that, he received instructions from Vigilance Branch to enquire about involvement of 2nd Party concerned workman and his relations with Amigo Industries. Then he states that, he was instructed to find out whether any role is played by

2nd party workman Vinod Kumar. Then he states that, he visited Nanachowk Branch and recorded statement of the staff. He states that, from the statements of various staff members recorded by him he learnt that, the 2nd party workman Vinod Kumar has taken frequent leaves. He admits that, if one has to attend Tarapur or Badlapur it will take whole day and for that leave is must. He admits that, he has no evidence to show that, he has taken frequent leave and attended Amigo Industries. He admits that, there is nothing wrong in introducing Ganesh Gupta and Premnath Kalmadi to open their Savings account. He admits that, there was no evidence to show that, 2nd party workman Vinod Kumar was operating these two S.B. accounts of Amigo Industries. He admits that, M/s. Amigo Industries is a partnership firm. He also admits that, Premnath Kalmadi and Mr. R. S. Singh are the partners of the firm. He admits that, Ganesh Gupta and Premnath Kalmadi are brothers of 2nd party workman Vinod Kumar. He admits that, he is aware that, they are staying in the residence of Vinod Kumar and in Ex-M-10 page 117. 2nd party workman has said that, he cannot explain the accounts. He states that, said was available with its Jogeshwari Branch. He admits that, he has not made any observation regarding signatures on Ex-M-11 and Ex-M-18. He states that, he is unable to state whether signature on Exhibit M-11 and M-18 are of different person. He admits that, on the basis of Exhibit M-18 he reported involvement of 2nd Party Workman Vinod Kumar in the affairs of Amigo Industries. He states that, he had discussions with signatories on Exhibit M-18. He admits that, he has not recorded his statement of that discussion. He admits that, during that period other employees of Parag Textiles were present. He admits that, Parag Textile is involved in manufacturing colour used for yarn. He admits that, he did not know the name of the person who sanctioned loan to Amigo Industries. He states that, he did not try to trace out the name of sanctioning authority. He states that, there is no bar or limitation or restrictions to the employees to invest money with relatives or friends. He states that, his report was not taken in the enquiry proceedings. Then Management examined Rajendra S. Singh by filing his affidavit at Exhibit 36 in lieu of his examination-in-chief who states that, he knows Vinod Kumar Amin i.e. 2nd Party Workman. He states that, he was working as Production Manager in Pigments & Allied. He states that, 2nd Party concerned workman gave offer to start business with him of chemical i.e. pigment violet 23. He states that, he also told him that, his brother Premnath Kalmadi will be for name sake and he will arrange loan from Syndicate bank and will also look after the business. He states that, accordingly they i.e. he himself, 2nd Party concerned workman Vinod Kumar Amin and his brother Premnath Kalmadi stated business in the name of Amigo Industries. He states that, he is brother of Premnath Kalmadi one of the partner of

Amigo Industries. He states that, 2nd Party workman was also looking after the business of Amigo Industries at the relevant time. He identified the documents MEX 5B. He also identified documents from MEX 6 to MES-10/10-A, MEX-15, MEX-14, MEX-17, MEXEX-22. He states that, MEX-5 is a document regarding opening of Savings Bank Account of Amigo Industries. He states that, he used to visit the Branch and give information regarding financial position of Amigo Industries. In the cross he states that, there is written Partnership Deed. He states that, he might have contributed 6-7 lakhs in the Amigo Industries. He states that, 2nd Party was maintaining account of Amigo Industries, he admits that, he has no evidence on that point. He admits that, he knows Ganesh Kalmadi who is the brother of 2nd Party workman. He admits that, Ganesh Kalmadi was engaged by Vinod Kalmadi as his nominee in his absence. He states that, he has informed that fact to the Bank. He admits that, Ganesh Kalmadi was looking after the business of Amigo Industries in the absence of Vinod Kalmadi. He admits that, he has industry at Tarapur. He admits that, from Dadar, one has to take 1½ hour to reach the place. He admits that, he was going there on every Sunday and stay there till Thursday evening. He states that, factory is closed on Friday. He states that, Vinod Kumar was attending factory on number of occasions. He was attending Factory in the morning and leaving in the evening very same day. He states that, after reporting factory he was supervising the work of the factory. He states that, he was looking after the technical aspect of the Company. He states that, there is no writing about visit given by Vinod Kumar to the factory. When question was put to him whether Vinod Kumar was attending the factory by taking leave to which he says that "God knows". He states that, he is aware of the Power of Attorney given to Ganesh Kumar by these people. He admits that, his signature from Exhibit-37. He states that, entire amount was not paid. He states that, he has not paid his liability. Then Management examined Divakar B. Karkeria by filing his affidavit at Exhibit 43 who states that, at present he is working as a Commercial Officer with M/s. Mechanalysis (India) Ltd. He says that, he is acquainted with the 2nd Party workman. He states that as per the offer of Vinod Kumar, he invested an amount of Rs. 19.29 lacs in Amigo Industries. In the cross he states that, he was 20% partner of Amigo Industries. He states that, he has taken loan from the Bank and invested it in Amigo Industries. He states that factory was not started immediately after the amount was invested by him. He admits MoU dated 30-5-1998 and copy of it is filed at page 168 of Exhibit 10. He states that, he used to visit Amigo Industries. On that, 1st Party closed evidence and filed closing purshis at Exhibit 45.

9. Against that, 2nd Party filed affidavit at Exhibit 48 in lieu of his examination-in-chief making out the case that, he was wrongly held responsible for the transactions of

Amigo Industries and was dismissed on that count which is illegal. In the cross he admits that, he was a Committee Member of Bank Employees Union. He admits that, he knows Amigo Industries which is a partnership firm. He states that, initially there were 2 partners and subsequently one more partner was inducted viz. R.S. Singh. He admits that, there were 3 partners i.e. Premnath Kalmadi, R.S. Singh and Divakar Karkeria. He admits that, Premnath Kalmadi is his brother who is having business at Udapi. He denies that, when Amigo Industries was running he was having his establishment at Udapi. He states that, Premnath Kalmadi was staying at Mumbai at the beginning. He admits that, Premnath was not attending day to day affairs of Amigo Industries. He admits that, Amigo Industries has account with Syndicate Bank. He admits that, Ganesh Kalmadi was also having his account with Syndicate Bank. He admits signatures on page 71 to 74 of Exhibits 10. He admits that, Amigo Industries was having S.B. account with Syndicate Bank at Jogeshwari Branch. He admits that, registered address of Amigo Industries is of his residence. He states that, Amigo Industries was engaged in the business of Chemicals. He admits that, partners of Amigo Industries purchased boilers from IMA boilers. He denies that, he was looking after the business of the Amigo Industries. He states that, Amigo Industries is at Tarapur. He admits that, in 1996 Amigo Industries might have closed. He states that, he never visited Amigo Industries at Tarapur other than inaugural function. He states that, he did not apply for employment after his termination. He states that, he has no evidence to show about the loan taken by him from in laws-or relatives. He states that, he has no account in any Bank. He states that, number of allegations were leveled against him. On that, 2nd Party closed his evidence and filed closing purshis at Exhibit 52.

10. Written arguments are filed by 2nd Party at Exhibit 53 with citations which are replied by 1st Party by submitting written arguments at Exhibit 54 with citations at Exhibit 55.

11. Here charge leveled against 'he concerned workman is that, he along with his brother and with one Rajendra Singh are concerned with the activities of Amigo Industries. Address of the said Amigo Industries was 1-A, Palm-View, Plot No. 8, Amritwan, Near CIBA Research, Goregaon (East), Mumbai 400 063 which is the residential address of the 2nd Party Workman. It was alleged that, while availing credit facility for the firm at Jogeshwari Branch he used his official position to help the firm in getting the advance sanctioned for Amigo Industries. Besides it was alleged that, the 2nd Party indulged in business activities which is the outside the scope of his employment when he was working with 1st Party Bank.

12. To prove the charge leveled against the 2nd Party and of his involvement in the activities of Amigo Industries Management 1st Party-examined number of witnesses

referred above more precisely Satish Kalmadi at Exhibit 33, R.S. Singh at Exhibit 36 and Mr. D.B. Karkeria at Exhibit 43. However, none of the witnesses able to establish that, 2nd Party Workman was taking regular visit or taking part in the activities of Amigo Industries. It is not proved that, he was visiting Amigo Industries and having entire control over its activities. even it is not proved by the Bank that, during office hours of the Bank, when he was working with the Bank, he visited Amigo Industries and said visit causes inconvenience of affected on the business of the 1st Party Bank. Even it is not shown by Bank that, because of the unpleasant role played by 2nd Party Workman in running the Amigo Industries, the business of the Bank was affected and his absenteeism created problems for providing services to the customers because of absence of the concerned workman. Even it is not shown that, without intimation 2nd Party visited Amigo Industries and kept himself away during the working hours of the Bank. Not a single incident is brought on record by the Bank to show that, on particular working day concerned workman left bank unofficially or unauthorisedly or even authorisedly causing inconvenience in the business of the Bank which resulted in loss in the business of the Bank. Even it is not the case of the Bank that, 2nd Party was frequently visiting Tarapur and it was causing inconvenience to the activities of the Bank. Even question was put to the witness whether it is not legal to introduce any customer to by the Bank employee to which witness of the bank says that, there is no bar to introduce the customer to avail facility of the Bank. Even it is not shown by the Bank, in what manner 2nd Party workman influenced on the 1st Party Bank to carry it to accept the proposal of the Amigo Industries for giving loan. Even it is not shown by the Bank, in what manner, role was played by the 2nd Party to help Amigo Industries in getting loan or which was against the interest of the Bank. Even it is story of the Bank that, 2nd Party workman with the help of his brother and one R.S. Singh run the activities of the Amigo Industries and 2nd Party did not pressed the Amigo Industries in repaying the loan amount of the Bank. That means, the grievances of the Bank is that the loan which was given to Amigo Industries was not repaid by the Amigo Industries. At the same time one cannot ignore that, Bank unable to point out in what manner 2nd Party Workman played role and carried the 1st Party Bank to sanction loan to the Amigo Industries and how it was illegal? When introducing customer by the Bank employee is not illegal and when Bank has sanctioned loan to Amigo Industries which is not shown by the Bank that, it was sanctioned only because of the role played by the 2nd Party I am of the view that, for sanctioning loan by the Bank to the Amigo Industries 2nd Party workman cannot be held solely responsible. In fact it is the Bank who was to take care of efficiency of the borrower while sanctioning

loan to it. In my opinion Bank cannot question 2nd Party for the same. Besides I am of the view that, how Bank can corner the 2nd Party when it sanctioned the loan to the Amigo Industries? When loan was sanctioned to Amigo Industries by following due process of law? Even it is not shown by the Bank that, by illegal method loan was got sanctioned to Amigo Industries. In this premises one has to accept that, the Bank sanctioned the loan to Amigo Industries and for that, 2nd Party workman cannot be held responsible. Besides as stated above, no specific case is made out by the Bank regarding role played by the 2nd Party in that transaction. Even it is not shown in what manner services rendered by the 2nd Party workman to Amigo Industries affected on the activities of the Bank? Besides it is not shown by the Bank how participation of the 2nd Party with the activities of the Amigo Industries causes inconvenience or affected on the activities of the Bank? When on all these counts the Bank is silent in my considered view, 2nd Party cannot be held responsible, atleast for sanctioning loan to Amigo Industries and running the business in the name of Amigo Industries with the help of his brother and partner Rajender Singh? For repayment of the loan amount or for recovering Bank has a separate remedy of recovering the loan amount sanctioned to Amigo Industries. There is the separate procedure and separate proceedings which Bank can adopt for recovering the loan amount from the Amigo Industries. Only because the amount sanctioned by the Bank is not paid by Amigo Industries in my considered view, for that 2nd Party cannot be held responsible and cannot be prosecuted as happened in his case for amount not paid by Amigo Industries. Besides citations referred by 2nd Party's Advocate published in 2002 (3) L.L.N. page 206 of our Hon'ble High Court in the case of Gope Laxmichand Badlan vs Oriental Bank of Commerce, New Delhi, and ors. where our Hon'ble High Court observed that, burden is on the employer to prove the charges levelled against the employee. Besides it citation referred published in 1999 (SC) Vol.94 page 83 in the case of Neeta Kaplish vs Presiding Officer, Labour Court and anr. where Apex Court observed opportunity given to Management to establish charges levelled against the workman when domestic enquiry is held not fair and proper and finding perverse require to consider. Against that, 1st Party's Advocate referred to citation published in 1998 1 CLR page 1093 in the case of Union Bank of India vs Vishwamohan where Apex Court observed that, Bank business is of absolute devotion which require to done with diligence, integrity and honesty. In my considered view there cannot be quarrel on that point but in the instant case which is before us, it is not shown how 2nd Party was not honest with the Bank business and how he did not attend the work of the Bank with devotion and diligence and integrity as expected? Even it referred to citation

published in 2005 I CLR page 959 in the case of Bharat Heavy Electricals Limited vs M. Chandraseekhar Reddy & ors. where Apex Court observed that, when enquiry is fair and proper and finding not perverse in that case Court cannot interfere in the punishment which is contrary to the case is at hand as the facts of that case are contrary to the facts which is at hand. The citation referred published in 2005 I CLR page 1074 in the case of Madhya Pradesh Electricity Board V/s. Jagdish Chandra Sharma where Apex Court observed that, when an employee breaches the discipline and on that employer terminates his services in that case Tribunal cannot interfere. It is not the case herein our case which is at hand. Here Management unable to show in what way concerned workman breached the discipline and invited Management to take action of termination. Another citation referred published in 2005 II CLR page 1055 in the case of General Manager, Haryana Roadways V/s. Rudhan Singh where Apex Court observed that where a host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment, namely, whether ad hoc, short term, daily wages, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages, which in my considered view, is not applicable to the case at hand as facts of the case are different. Besides citation referred published in 2006 I CLR page 39 in the case of U.P. State Brassware Corporation Ltd. and anr. V/s. Uday Narain Pandey where Apex Court observed that, a person is not entitled to get something only because it would be lawful to do so. It is further observed that, if that principle is applied, the functions of an Industrial Court shall lose much of its significance while granting back wages. Whereas case referred by the 2nd party on the back wages published in 2008 (4) Bom. C.R. page 330, of our Hon'ble High Court. in the case of Taranjitsingh V/s. Maharashtra State Road Transport Corporation through Divisional Commissioner where Aurangabad Bench of our Hon'ble High Court observed that :

"When Court below observed dismissal untenable in that case question of back wages is required to consider."

13. In the instant case burden was on the 1st Party Bank to show that, how 2nd Party was responsible for the alleged charges. Since said burden is not properly discharged by the 1st Party and now showing that, role of the 2nd Party in the activities of Amigo Industries affected on the business of the bank and it was against the interest of the Bank. On the contrary no specific case is made out by the 1st Party Bank regarding role played by 2nd Party which affected on the activities of the Bank. When that is the position and only because loan amount is not repaid by Amigo Industries where Bank has alternative remedy to file recovery proceedings against Amigo Industries in

my considered view for that, 2nd Party cannot be held responsible only because Amigo Industries has not paid its dues towards Bank. So according to the decision taken by the Bank in dismissing the concerned workman in holding him guilty or responsible for playing role against the interest of the Bank, is not sustainable and requires to set aside.

14. When order under challenge is not tenable and when no fault is shown by the 1st Party Bank regarding the role played by the 2nd Party as well as nothing is shown in what way his role was against the interest of the Bank and how it was going against the business of the Bank, in my considered view, action taken by Bank require to quash and set aside. When action is require to quash and set aside, and when nothing is shown how 2nd Party is responsible for all that I am of the view that, 2nd Party require to reinstate with benefit of back wages and continuity of service.

15. It is not the case of the Bank that, the 2nd Party is in gainful employment. On the contrary 2nd Party states that, he has no business and he is depending on his brother. He states that, he has no source of income. When that is the position and when action taken by 1st Party was illegal and was taken without any reason in my considered view, 2nd Party is entitled for back wages.

16. 2nd Party pray for interest on back wages. However, in my considered view interest on hypothetical presumption cannot be considered. Besides 2nd Party did not render any work to the Bank. He did not work in the Bank for that period. However, at the mistake of the Bank he was removed which can be considered by passing order of reinstatement by directing Bank to reinstate him and give him benefit of back wages from the date of his termination till he is taken in the employment.

17. In view of the discussions made hereinabove, I hold that, the 2nd Party is entitled for reinstatement with benefit of back wages and continuation of service from the date of termination till he taken in the employment. Hence, the order :—

ORDER

(a) Reference is allowed;

(b) Termination under challenge dated 25-9-1999 is quashed and set aside;

(c) 1st Party is directed to reinstate 2nd Party workman Vinod Kumar forthwith and give him benefits of back wages and continuity of service with effect from 25-9-1999;

(d) No order as to its costs.

A.A.LAD, Presiding Officer

Bombay,

30th September, 2009.

नई दिल्ली, 19 नवम्बर, 2009

का. आ. 3375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय II दिल्ली के पंचाट (संदर्भ संख्या 6 ऑफ 1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/297/95-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S. O. 3375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/1997) of the Central Government Industrial Tribunal-cum-Labour Court No.-II, Delhi now as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workman, which was received by the Central Government on 18-11-2009.

[No. L-12012/297/95-IR (B-II)]

U.S. PANDEY, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NO. II, ROOM
NO. 33, KARKARDOOMA COURT COMPLEX,
BLOCK-1, DELHI-110032**

ID No. 5/1997

In the matter of industrial dispute between :

Shri Chhote Lal ... Workman

Versus

Bank of Baroda ... Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/297/95-IR (B-I) dated 03-01-1997 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether” the action of the management of Bank of Baroda, Regional Office, Shahjahanpur, in terminating the services of Shri Chhote Lal, Peon, w.e.f. 14-11-94 is just and legal? If not, to what relief is the workman entitled to?”

2. My Ld. Predecessor passed an Award in this case on 23-02-2004 and had held that the action of the management of the Bank of Baroda in terminating the services of Shri Chhote Lal, Peon, was neither unjust nor illegal and the workman was not held entitled for any relief. Against the said Award the petitioner filed a writ petition in the High Court of Judicature at Allahabad and the writ petition was allowed and the matter was remitted to this Tribunal with a direction to re-decide the matter.

3. The workman in his statement of claim has claimed that he was appointed to work as Peon initially at Rajanpur Branch of the Bank, Shahjahanpur Region, w.e.f. 10-06-1991. He worked there till 24-08-1991. His services were abruptly terminated by way of oral orders of the Branch Manager. According to the workman, he was a full time Peon at the said Branch, and was paid only Rs. 20 (Rupees twenty only) per day by way of wages and wages were not paid for intervening holidays and Sundays. It is further the case of the workman that he was thereafter appointed at Tilhar Branch in the same Region of the Bank as Peon, w.e.f. 14-10-91 and he had been working there till 14-11-94 when his services were again terminated abruptly by the oral orders of the Branch Manager, and without any prior notice. That he was paid wages at the rate of Rs. 25 (Rupees twenty-five only) which was raised to 30 (Rupees thirty only) per day from October, 1992 and to Rs. 35 (Rupees thirty five only) per day from November, 1993 and to Rs. 40 (Rupees forty only) per day to March, 1994. The workman has prepared his own chart showing the number of days for which wages were paid to him during the period 14-10-91 to 30-04-94, and the said chart has been annexed by him as Annex. W-1. According to the workman, he was employed on daily wages basis and he had worked for 240 days and more in each of three calendar years from 14-10-91 to 30-04-94. That by the nature of the duties of the workman he could not be treated as a casual daily wage worker. Since he had worked for more than 240 days, he should have been given notice. That his termination without complying with the requirements of : 524(1) and 524(2) of the Sastry Award was illegal. That Sastry and Desai awards have a statutory force.

4. The management Bank contested the claim of the workman and has filed a written statement. According to them order of reference is bad in law and the Government has made the present reference without application of mind. That the workman was not in the Bank's employment and no employer-employee relationship existed between the management and the workman on any day preceding 14-11-94. That the Awards and the Settlements are not applicable to those engaged in the Bank from time to time purely as casual temporary daily rated workers like the workman in this case. That recruitment of clerical and supervisory staff in the Bank is made by the Banking Services Selection Board. However, recruitment and appointment of sub-staff is made by the bank's respective Regional Offices at the instance and with the concurrence/ approval of the Zonal Head office. Casual temporary daily rated workers may however be engaged by a Branch Manager with the approval of the concerned Regional Manager. That back door employment in public sector undertakings is not permissible. That the Bank is sometimes constrained to engage casual/temporary daily wagers against substantive posts/vacancies pending recruitment process on account of some contingencies.

5. It is further the case of the management bank that the workman was engaged at Rajanpur Branch on 10-6-91 and he worked there between 10-6-91 and 24-8-91 as a daily wager and he was paid for all the days he worked except Sundays and holidays when he was neither required to work nor did he work. That in the instant case the Branch Manager had engaged the workman as a daily wager on ad hoc casual basis purely on account of seasonal necessity for serving water to customers visiting the Branch during summer season and for other sundry jobs. The period of workman's employment as a daily rated temporary employee in Tilhar Branch in the above circumstances is shown as under :—

Branch	Period
Tilhar	14-10-91 to 30-12-91
	08-01-92 to 26-12-92
	02-04-93 to 28-12-93
	05-01-94 to 21-10-94

6. That the services of the workman were dispensed with on 21-10-94. That during the period 05-01-94 to 21-10-94 the workman had worked only for 99 days. That he had not worked for a period of 240 days in 12 calendar months computed backwards from 21-10-94 to 20-10-93. That casual temporary employees are paid in cash through vouchers. The management bank has prayed for the dismissal of the case of the workman.

7. The workman has filed a rejoinder and has disputed the assertions of the management bank. He has put forth another table and has claimed that from 08-12-93 to 14-11-94 he has worked for 295 days.

8. In support of his case, the workman has filed his affidavit. He has been cross examined by the AR of the management. In rebuttal to that the management has filed an affidavit of Mr. Vijay Sulekh, Manager-Personnel and he has also been cross-examined from the side of the workman.

9. I have heard the Ld. ARs for the parties and have perused the record including the evidence led by the parties in this case.

10. The most important point for consideration in this case is if the workman has actually worked for 240 days within a period of 12 months commencing and counting backwards from the relevant date, i.e. 14-11-1994, when his services were discontinued by the management bank. There is thus a need for factual adjudication on the basis of the material on record brought by the parties.

11. It is now well-established by a catena of judicial authorities that the burden of proof lies on the workman to show that he has worked continuously for 240 days in the preceding one year from the date of his alleged disengagement. According to the workman he was disengaged on 14-11-94 while the management has taken the stand that the workman was disengaged on 21-10-94.

Admittedly, there is no appointment letter with the workman by virtue of which he was engaged by the Branch Manager on daily wage basis at the Tilhar Branch. He is also not in possession of any document to show that he was disengaged from service in this case on 14-11-94.

When the workman filed his statement of claim he had prepared the chart annex. W-1 only till 30-04-94. No date thereafter showing his engagement in the Bank as a daily rated employee even was mentioned by him in his chart W-1 which was prepared by none other than himself. The management took the stand that the services of the workman were dispensed with on 21-10-94 and he did not work for 240 days computed backwards from 21-10-94 to 20-10-93. The workman gave another chart in the rejoinder claiming that he had worked for 295 days between 08-12-93 and 14-11-94. In his affidavit filed as evidence in his case he also placed on record a photocopy W-3 showing his engagement in the Bank from 01-5-94 to 21-10-94. He was given the suggestion that worked in the Bank only for about 200 days to which he had denied. He even denied that he used to be appointed as a daily wager from time to time.

12. Though a photo-copy W -3 has been placed on record but no attempt was made by the workman to call for the record from the Bank for proving document W/3. A mere photo-copy placed on record with the affidavit by the workman will not be enough to prove the document or his claim that he had worked for the number of days mentioned in the photo-copy of the document W/3. No cogent and trustworthy evidence has been brought on record from the side of the workman to prove that he in fact had worked for 295 days between 08-12-93 and 14-11-94 as has been mentioned by him in Para 13 of his rejoinder. Merely making a chart in the statement of claim or in the rejoinder which is disputed by the management is not sufficient to prove the claim of the workman that he has in fact worked for the number of days mentioned in the said charts. He ought to have called for the record from the Bank in order to prove his case which has not been done in this case.

13. Against the above, Mr. Vijay Sulekh, Manager-Personnel of the management in his affidavit has asserted that he has inspected the records of Tilhar Branch where the workman has claimed to have worked between November, 1993 and October, 1994, and he had brought all the payment vouchers, in original, through which the workman was paid for the days he had worked in the concerned branch during the relevant period from time to time and not up to 14-11-94, as has been alleged by the workman. Mr. Vijay Sulekh, Manager-Personnel, has asserted from the records that the workman had worked for a total of 202 days between November, 1993 and October, 1994. He has also given the details of the months during which the workman had worked with the management Bank. He has asserted that the workman has not earned the eligibility for protection and benefits under Section 25 (F)

of the Industrial Disputes Act, even if it is assumed that his disengagement amounted to retrenchment.

14. In his cross-examination, Mr. Vijay Sulekh has denied the suggestion that he did not properly verify the records or the number of days mentioned by him in his affidavit are wrong.

15. In the given facts and circumstances, the evidence brought on record by the management is far more convincing than the evidence led by the workman. Factually speaking, the workman has failed to prove that he had worked for 240 days even if his claim that he was disengaged on 14-11-94 is accepted.

16. Reference with advantage can be made to the following authorities in this case :—

- (i) Ranip Nagar Palika vs Babuji Gabhaji Thakore & Ors., SC 2007(13) SCALE
- (ii) Range Forest Officer vs S.T. Hadimani, (2002) 3 Supreme Court Cases 25;
- (iii) Himanshu Kumar Vidyarthi & Ors. vs State of Bihar & Ors., SC Special Leave Petition (Civil) No. 7957 of 1996. FJR (SC) 465

AND

- (iv) The Management of M/s. The Hindu, INS Building vs. The Presiding Officer, Industrial Tribunal No. II, Delhi & Anr., Delhi High Court, 2002 LLR 151.

In the Delhi High Court judgment where Supreme Court authorities have also been quoted, it has been held that the concept of retrenchment "cannot be stretched to cover those employees who are engaged on daily wages basis". That being the situation the workman who was merely a daily wagger has hardly any good case against the management.

In view of the above, the action of the management of the Bank of Baroda, Regional Office, Shahjahanpur, in terminating the services of the workman, Shri Chhote Lal, Peon, w.e.f. 14-11-94 cannot be held as unjust or illegal. The workman, thus, is held not entitled to any relief in this case. The reference is answered and Award passed accordingly.

Dated : 12-11-2009 SATNAM SINGH, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2009

का. आ. 3376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी./एलसी/आर/100/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/30/2002-आई आर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S. O. 3376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/100/02) of the Central Government Industrial Tribunal, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 19-11-2009.

[No. L-12012/30/2002-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/100/02

SHRI MOHD. SHAKIR HASAN, Presiding Officer

Shri Eshwar Keshav Bholankar,
Khooni Bhandara Road, Chinchala,
Lalbagh, Burhanpur,
Khandwa (MP)

... Workman/Union

Versus

The Zonal Manager,
Bank of India,
Zonal Office, M.P. Zone,
Jail Road, Arera Hills,
Bhopal (MP)

.. Management

AWARD

Passed on this 3rd day of November, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/30/2002-IR (B-II) dated 18-6-02 has referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the management of Zonal Manager, Bank of India, Bhopal in terminating the services of Shri Eshwar Keshav Bholankar w.e.f 1996 is justified? If not, what relief the workman is entitled for?"

2. The case of the workman in short is that he was appointed as a peon in the Bank of India at Burhanpur Branch in the year 1991 and worked in regular service till 1996. It is alleged that the Officer of the Bank wrote as "I" in the Muster roll with ill motive and vouchers were also passed in the said name "I". It is alleged that he worked continuously for five years and is a member of schedule caste. He had also received bonus and the amount of gratuity was also deducted. He was illegally terminated from the service after five years. It is submitted that the workman be reinstated on the post.

3. The management Bank also appeared and filed Written Statement. The case of the management, inter-alia, is that there is no relationship of employer and employee between the management and the workman. The alleged workman is not a workman in terms of Sub Section (c) of Section -2 of the Industrial Disputes Act, 1947 (in short I.D. Act, 1947). It is stated that he had not disclosed anything with regard to his employment in the non-applicant Bank. The reference is said to have been made mechanically without the application of mind. It is stated that the appointment in the Bank is governed by the statutory rules and regulations and also after going through the prescribed procedure.

4. The further case is that the alleged workman was engaged on daily basis for doing casual nature of job when required and had been paid accordingly by the Manager in cash from his own pocket and the same was reimbursed to the Manager as per Bank's rule. It is denied that he was appointed as a peon in Bank of India, Burhanpur Branch in 1991 and worked regularly till 1996. It is submitted that the payment of bonus did not create a right to become a workman. The photocopies of the papers filed by the alleged workman might have been the personal records of the Branch Manager but these papers are not Bank's Muster Roll. On these grounds, it is submitted that the reference be held that the action of the management is justified.

5. The alleged workman appeared in the case and filed his statement of claim. Thereafter he became absent. Lastly the predecessor's Tribunal proceeded ex parte against the workman on 9-3-06.

6. The only point for determination is as to whether the action of the Management Bank in terminating the service of Shri Eshwar Keshav Bholankar w.e.f. 1996 is justified?

7. To prove the case, the management has examined one witness. Management witness Shri I.D.Suriyamoorthy was Senior Manager (Human Resources) in Bank of India and was posted at Khandwa Zonal Office, Khandwa. He has stated that the workman was engaged on daily basis for doing casual nature of job as and when required. He was paid directly by the Manager whenever he was engaged by him. He has stated that the workman was never appointed by the Bank and he was never on the Muster Rolls of the Bank. He has stated that the workman was never appointed by the Bank and therefore, the question to terminate him from services does not arise. His evidence is not rebutted by other evidence. There is no reason to disbelieve his evidence. It is clear that the workman is not entitled to any relief. This reference is answered in favour of the Bank.

8. In the result, the award is passed ex parte against Shri Eshwar Keshav Bholankar without any order of costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2009

का. आ. 3377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 28/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/526/88-डी. II (ए)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S. O. 3377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28 of 1989) of the Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 19-11-2009.

[Nó. L-12012/526/88-D. II (A)]

U. S. PANDEY, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER INDUSTRIAL TRIBUNAL, TAMILNADU, CHENNAI-600104

Wednesday, the 30th day of September, 2009

PRESENT

T.M.T. S. Vimala, B. Sc., M.L.

Presiding Officer, Industrial Tribunal

Industrial Dispute No. 28 of 1989

(In the matter of dispute for adjudication Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the management of Indian Overseas Bank, Madras -600 002).

BETWEEN

Shri I. Sivakumar,
Church Street,
Mappilaikuppam Post,
Nannilam Taluk,
Thanjavur District

...Petitioner

And

The General Manager,
Indian Overseas Bank,
762, Anna Salai,
Madras 600002.

...Respondent

Reference : Order No. L-12012/526/88-D. II(A), dated 10-3-89, Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Monday, the 14th day of September, 2009. Upon perusing the Reference, Claim statement, Counter statement and other connected papers on record and upon hearing the arguments of Sri K.M. Ramesh, Advocate, appearing for Petitioner/workman and of M/s. N.G.R. Prasad & S. Sathish, Advocates appearing for the Respondent/management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

The Government of India have referred the following issue for adjudication by this Tribunal :

“Whether the action of the Management of Indian Overseas Bank in dismissing Shri I. Sivakumar, Clerk-cum-Shroff, Manavalanallur Branch is justified? If not, to what relief is the workman entitled to?”

2. The brief averments in the Claim statement of the Petitioner :

The Petitioner was appointed on 22-9-1982 as Clerk-cum-Shroff (Roll No. 31790) by the Respondent/Management. Originally he was posted at Chakkarapalli and thereafter during 1983 he was transferred to Manavalanallur Branch. The petitioner had served the Bank honestly and sincerely and his record of service has been unblemished and spotless.

The Respondent/Management is the Indian Overseas bank, which is a Nationalized bank, wholly owned by the Government of India, having its Central office at 762, Anna Salai, Madras, and is represented by the Managing Director.

While the petitioner was working in Manavalanallur branch, he was served with a charge sheet dated 25-10-1985 alleging that he had fraudulently withdrawn certain amounts from S.B. Account No. 3623 and that he had prepared excess interest accrued vouchers to cover-up the said withdrawals. By the same communication he was also suspended from service. He denied the charges alleged against him in the enquiry.

A domestic enquiry was held against the petitioner to prove the aforesaid charges. Petitioner submit at the outset, that he was not given (1) the list of witnesses proposed to be examined in the enquiry (2) copies of documents or reports relied upon by the management. Thus he was led into the enquiry blind-folded. In fact in the charge sheet only bare allegations were set out, without disclosing on what materials such charges were made up. Thus the petitioner had been denied a fair and reasonable opportunity to disprove the charges and to vindicate his innocence, and he was also not given a fair and reasonable opportunity to submit his explanation.

The so-called enquiry, said to have been held by the enquiry authority (Mr. K.B. Santhanam) is equally vitiated

by gross and serious irregularities apparent on the face of the records. The enquiry authority, instead of acting as an impartial arbiter, combined in himself the dual roles of both the judge and the prosecutor. There was no separate presenting officer or Management representative apart from the Enquiry Authority, who put leading questions and exhibited his prior personal knowledge of the entire transaction. In fact some of the questions put by the Enquiry Authority are not only leading, but actual suggestions which reveal the biased nature and conduct of the enquiry. The Petitioner was not given reasonable opportunity to cross-examine the witnesses and prove his innocence.

After the commencement of the enquiry, the management gave the Petitioner a list of documents and lists of witnesses. Even though it was stated that three witnesses were intended to be examined, only two witnesses were examined, leaving out the proposed third witness Sri N. V. Gopalakrishnan, for reasons best known only to the management. The Enquiry Authority also did not elicit from the management as to why it gave up the third witness. It is obvious that MW 1 being the Manager wanted to cover up the dispensed witness from self-incrimination and wanted to settle scores only with the petitioner, out of personal ill-will and vengeance. The Enquiry Authority failed to pull up the witness and direct him to give relevant answers to questions put in the course of cross-examination.

In the summing up statement of 21-1-1987, Petitioner pointed out that the witness MW2 turned hostile and his evidence was incoherent. The admissions of MW1 go to show that there was no specific allotment of work and allocation of seats, as it is a rural bank, with only three clerical staff. Further as all staff have handled the transactions in question there is no justification to pick and choose the petitioner alone. The witness MW1 changed the format and draft of the Police complaint and private complaint. He had done it on his own without any Authority, and when he was questioned about this change of draft, he became defiant and challenging. It may be seen that the crux of the allegations are ‘fraudulent withdrawals’ and ‘preparation of excess interest accrued vouchers’. The direct evidence in proof of such an allegation would have been the production of the relevant withdrawal slips, and interest accrue vouchers. But the management, more particularly both MW1 and MW2 miserably failed to produce such clinching material evidence, and no valid or acceptable explanation has been given for the omission and non-production of such documents, Nor any explanation has been made for this blatant failure of prosecution.

It is on record that MW1 had written to the party holding A/c No. 3623 about the overdraft and to his knowledge the customer admitted and acknowledged the overdraft and made good the payment due. But the same witness wrote to the Regional Office leaving others and

only implicating petitioner. This really shows that MW1 has been actuated by personal ill-will and evil motives. It is on record that the report of MW2 Shri S. Ganesan, Inspector of 2-9-85 was already with the management even before issuance of charge sheet to petitioner. No reason has been shown as to why it was not disclosed or referred to in the charge sheet. Further both on the basis of the said report of the Inspector and his own evidence in the enquiry as MW2, his version made other staff equally responsible, for the various entries. There is a definite implication of Shri N. V. Gopalakrishana, who has also been cited as witness by the management, but later given up. Similarly, Shri T. Shanmugasundaram, cashier had also made an entry in the progressive ledger which is known to the management and to witnesses MW1 and MW2, but neither Shri T. Shanmugasundaram, nor Shri N.V. Gopalakrishnan was charge-sheeted nor any explanation was called for from any of them. The most relevant step by the management should be to summon and to enquire the customer of A/c No. 3623, as to why she withdraw the amounts in excess of deposit, why she admitted the overdraft and paid the amounts at least the petitioner should have been called upon or directed or at least given the opportunity to bring the witness to depose as to the facts and circumstances of this particular account.

The Petitioner reiterates that the charges are false; and that he had been falsely implicated. The Management had not produced any withdrawal slip to show who had drawn the amount. Neither did it produce the interest accrued voucher and register and transfer journal; nor even S. B. supplementary entries. Thus without producing the relevant documents, to bring whom the charges, the Management proceeded on the assumption that the charges of misconduct would lie.

The management did not produce the following documents despite request

1. Transfer journal
2. Withdrawal slips
3. Interest accrued Vouchers
4. Copy of Police complaint

5. Original draft of Police complaint as instructed by regional office.

The non-production of these documents are deliberate, and intended to prejudice the defense of the petitioner.

The Enquiry Authority was biased and was not an independent person capable of performing the role of a Judge. Merely because there is no separate Presenting officer it does not mean that Enquiry Officer can step into the shoes of the management and combine the roles of the judge and the prosecutor. The Enquiry officer in this case did not confine himself to putting formal questions by way of introduction, as is expected of an enquiry officer.

His role consisted of

(a) Guiding and promoting the witnesses having had a prior and prejudiced version of the incidents from the Manager;

(b) Tutoring the witnesses by way of putting leading questions and suggestions in the enquiry proper and tutoring behind the enquiry;

(c) Interference in the course of the enquiry in favour of the Management. Petitioner once again reiterates that the enquiry was neither honest nor fair, and the findings are perverse and bad in law.

The Management had deliberately omitted to examine the third witness Mr. N.V. Gopalakrishnan even though his name was cited by the management. His evidence would not be helpful to the management because admittedly he was responsible for not entering the three entries (Two debits and one credit). So the management hastily withdrew his name it is strange logic for the management to demand that Petitioner should have examined him in his defence. He was certainly considered as a material witness for the management and when he was given up for no valid reason, or explanation is certainly entitled to ask any independent forum to note the material omission and to draw an adverse inference. Also Mr. T. Shanmugasundaram made a wrong credit of Rs. 3000 in the S. B. progressive.

The manner in which MW1 answered questions in cross-examination can be seen from the record. It is so apparent that the answers were evasive, flippant and totally impertinent. It is a pity that the so-called Enquiry Officer did not bring MW1 to order, and yet claimed to be impartial judge; which is an irony of fate. The bank is not entitled to presume that the withdrawals were fictitious or that petitioner had caused the same. There is absolutely no evidence to support this presumption. The management thus omitted to produce material evidence, because of its pre-conceived notions and pre-determined views and has been guided by bias and prejudice.

Ignoring the statement of the petitioner dated 21.1.87 the Enquiry Authority gave his pre-determined conclusion holding petitioner guilty of the charges. Petitioner submitted his reply dated 3-3-87 in reply to show cause notice of 14-2-87. Petitioner pointed out that the findings are perverse and not supported by evidence. It is evident that the Enquiry Authority did not go in to the relevant questions in depth and seriousness but made superficial and pre-determined findings. Most of the evidence is either hear-say or opinionated. Petitioner has been unfairly discriminated against and made a scapegoat and victimized for no fault of his.

(1) The findings of the Enquiry Authority is one sided, as he failed to consider the following circumstances

1. The management failing to produce relevant direct documents

- (2) MW1 turning hostile and refusing to answer properly in the course of cross-examination
- (3) For not considering the admissions, and contradictions and inconsistencies in the evidence of MW1 and MW2
- (4) The contradiction between the original draft of police complaint and the unauthorized alteration made by MW1
- (5) For not considering the written acknowledgment of the overdraft and payment made by account holder under her (Shrimathi Vimala) letter of 29-11-85.

More than everything else, it is a matter of record that the police complaint was not pursued and the matter was closed. Similarly the private criminal complaint had also not been pursued. Thus it is evident that the management had intended to close the matter to avoid truth being known in a public enquiry. This is nothing but victimization and Unfair Labour Practice.

The Management passed original order of dismissal dated 7-3-87. Petitioner preferred an appeal against the dismissal on 15-4-87, which was dismissed. The further entreaties and representations of the petitioner have been of no avail. Petitioner was therefore left with no alternative but to approach the kind intervention of the Conciliation Authority for institution of conciliation proceedings under Sec. 2A of the I.D. Act. The action of the Respondent/management in dismissing him from service is illegal and unjustified and that he is entitled to reinstatement in service with full back wages, and other attendant benefits for the foregoing as well as the under noted reasons, among others:

- (a) The dismissal is illegal as there was no fair or proper enquiry. The so-called enquiry said to have been held is vitiated by grave and serious irregularities that would render it null and void.
- (b) The Enquiry Officer was biased and partisan. The findings are perverse and one-sided. There is no legal evidence in support of the charges.
- (c) The action of the management in proceeding against the petitioner leaving others is wholly arbitrary and discriminatory.
- (d) The entire procedure evolved and adopted by the Management is contrary to the Bi-partite Settlements, which clearly makes a distinction between 'Offence' and 'Misconduct'
- (e) The punishment imposed upon the petitioner is not only excessive but also shockingly disproportionate to the charges. Both the findings of the enquiry and the punishment imposed upon the petitioner call for

interference of his tribunal under Sec. 11A of the I.D. Act.

- (f) Such consideration is also warranted by the fact that the petitioner had put in a clean and unblemished record of service. The failure on the part of the management to consider the same renders dismissal illegal and void.

The actions of the management in dismissing the petitioner from service is illegal and unjustified and pass an award directing the Respondent/management to reinstate the petitioner in service with full back wages and other attendant and consequential benefits and reliefs.

3. The brief averments in the Counter Statement of the Respondent Bank

The Petitioner Joined the Bank on 22-9-1982 as Clerk/Shroff. He was originally posted at Chakarapalli and thereafter transferred to Manavalanallur branch during July 1983. While the petitioner was functioning as Cashier at Manavalanallur branch, he committed certain acts of commission and omission which amount to gross misconduct. He was charge-sheeted and suspended on 25-10-85 in accordance with the provisions of the Bipartite Settlement between the Bank and its workmen which is binding between the parties. The charges leveled against the petitioner are as follows :

1. fraudulently withdrew of a total sum of Rs. 3550 in S.B. A/c No. 3623 which stood in the name of Mr. V. Sundaresan and Mrs. Vimala.
2. In order to cover up these fraudulent withdrawals he had falsified the accounts of the branch.

(a) He prepared excess interest accrued voucher during June 1985 in 4 ledgers containing SB accounts.

(b) Showed the extracted balances of ledger No. 16 in April 1985 and May 1985 as tallied.

(c) He took possession of ledger No. 16 and passed the withdrawal slip on 14-8-85 for Rs. 250 in respect of S.B. A/c No. 3623 mentioned above.

(d) He omitted to record the fictitious entry of Rs. 1000 dated 30-4-85 appeared in the ledger in the pass book issued to the customer.

As the charges levelled against the petitioner are serious in nature he was placed under suspension as per para. 17.12(b) of the Bipartite Settlement. The petitioner did not submit his reply to the charge sheet even though sufficient time was given to him for this purpose. Shri K.B. Santhanam was appointed as Enquiry Officer.

A valid and proper domestic enquiry was held into the charge by the Enquiry Officer. The enquiry

commenced on 28-10-86 when the petitioner denied the charges. The petitioner stated that he will be defended by Shri G. Raghunathan, Vice-President of the Union. The enquiry was next held on 27-11-86 when the petitioner had certified that he had scrutinized all the documents relied upon by the management for the purpose of proving the charges. On the same day, two witnesses were examined on behalf of the management and they were duly cross-examined by his defence representative, Shri G. Raghunathan, Vice President of the All India Overseas Bank Employees' union. The defence did not produce any witness or documents in support of their case. The enquiry was therefore treated as concluded and the defence was given 15 days time to submit their argument. The petitioner was given every opportunity to defend himself. The charge was specific and distinct charges were framed against the petitioner and the details of the imputations were furnished. These charges related to gross misconduct enumerated in para. 17.5(d) and 17.5(j) of the Bipartite Settlement. The charge sheet was in conformity with law and the practice followed in the Bank. It is submitted that the enquiry was validly conducted in accordance with the procedure laid down under the Bi-partite Settlement. Both the parties are bound by the settlement which is based on the Sastry Award as modified by the Desai Award. There is no specific provision for appointment of a separate Presenting Officer. The Enquiry Officer himself putting questions is the practice followed in the Banking industry for well over 30 years and hence he cannot complain against the procedure followed in the instant case. In fact there was no objection from the petitioner or his defence representative for the conduct of the enquiry without a Presenting Officer. No bias was ever attributed against the Enquiry Officer during the enquiry and hence the plea raised by the petitioner now that the Enquiry Officer acted both as the judge and prosecutor should be rejected. In fact there can be no legal objection to the Enquiry officer putting questions in the enquiry. This procedure has been approved by the Supreme Court in the case of *Workmen Vs. Management of B & C Mills* (1970 1 LLJ p. 26). There was no question of any leading questions being asked in the enquiry. The Enquiry Officer considered the evidence dispassionately. The petitioner was given every opportunity to cross examine the witnesses. The petitioner was given sufficient time to inspect the documents available at the branch. The petitioner not only acknowledged receipt of the list of documents and witnesses but also perused the documents and certified to the effect that he had inspected the documents before the commencement of the enquiry proceedings on 27-11-1986. It was open to the Enquiry Officer to examine all or any of the witnesses listed. The Enquiry Officer felt that the evidence of MW3 (listed) is not required and hence he had concluded the enquiry by the evidence of two witnesses. There is no need for the Inquiring Authority to elicit as to why he gave up the third witness. There is no truth in the statement that MW1 being

the Manager wanted to cover up the third witness. The MW1 being the Manager of the branch is the proper witness to depose about the happenings at the branch. The MW1 not only deposed about what had happened but also identified the handwriting of the petitioner in the relevant documents. Even in the cross-examination he confirmed that the handwriting of I. Sivakumar, is found in the account opening form relating to S.B. A/c No. 3623. This has not been controverted by the defence. There is no need to pull up any witness in the enquiry as the answers given by them were direct and to the point both in the Chief-examination as well as the Cross examination. The delinquent is apparently desperate, because the charges were duly established in the enquiry. There is no question of MW1 turning hostile during the enquiry. Perhaps the defence was aggrieved by the deposition given against them by MW1 in Chief examination as well as in Cross-examination. MW1 had never stated that there is no specific allotment of work. He had clearly and unmistakably stated that the office order book was introduced only from Jan '86 and before that date, oral instructions were given allotting work among clerks. This does not mean that there was no allocation of work at all. The evidence on record clearly proves that it is the petitioner who had committed fraud on the bank by making withdrawals as stated in the charge sheet. Further it is the petitioner who had manipulated the accounts of the branch with a view to cover up the fraud. Therefore the involvement of the petitioner was duly identified by the witnesses during the enquiry. Thus there is no question of singling out the petitioner against the other clerks who were available at the branch at the relevant time. With regard to the police complaint it has been made clear by MW1 during the cross-examination that the draft of the Police complaint was suitably drawn up under the guidance of the police authorities, to whom the case was narrated by MW1, but the substance of the allegations remain the same. As per the Bi-partite Settlement, it is open to the Bank to proceed against the petitioner for having committed gross misconduct and hence there was no need for proceeding with the private complaint. Only on that basis, the previous complaint was withdrawn and action was taken against the petitioner, as per the provisions set out in the Bi-partite Settlement. It is a decision of the management and the petitioner cannot question the same. The petitioner is trying to take advantage of his own action. The petitioner is well aware of the fact that withdrawal slips and vouchers were destroyed.

Management have got every reason to suspect the involvement of the petitioner for the destruction of these records. The charges as established against the petitioner was based on other documentary evidences available and the evidence of witnesses. The evidence produced in the domestic enquiry clearly establishes the guilt of the petitioner beyond reasonable doubt. There is no need to explain the non-production of the destroyed withdrawal

slips and vouchers. The petitioner was well aware of the same and he is trying to take advantage of the same. It is incorrect to state that the bank has acknowledge the overdraft as that of the customer. On the contrary, the five withdrawal slips from the SB A/c No. 3623 were all forged by the petitioner for his own pecuniary advantage and only in order to escape the action by the police, the petitioner had persuaded the account holder to pay back the amount. In fact the bank is looking forward to recover the amount from the terminal benefit of the petitioner.

There is no need to refer the report given by Sri S. Ganesan in the charge sheet issued to the petitioner. In fact, the report given by S. Ganesan is only a document relied on by the management to prove the charges against the petitioner in the domestic enquiry. It is a case of fraud perpetrated on the bank solely by the petitioner herein and there is no question of holding the other staff responsible. There is no need to examine all the witnesses cited by the management as the evidences of MW1 and MW2 were enough and sufficient. If the petitioner had anything/ incriminating documents against Sri N. V. Gopalakrishnan and Sri T. Shanmugasundaram, staff members, the petitioner could have requested the Enquiry officer to produce them. This has not been done by the petitioner. The petitioner could have at least summoned them as defence witness and confronted with the evidence. If any against them. The petitioners having failed to adopt any of the above two courses of action is estopped from contending that the non-examination of these two witnesses by the management is not correct. The petitioner's hand in the withdrawals and the falsification of accounts were found out in the investigation and also subsequently established in the domestic enquiry. There was no need to summon account holder. The petitioner's involvement was established through other evidences and therefore there was no need to examine the account holders who were after all outsiders and not employees of the bank. The entries found in the ledger were not reflected in the pass books and the account holders were therefore innocent of the transaction put through clandestinely in their account by the petitioner herein. There is no question of relying on mere circumstantial evidence. The evidence produced during the enquiry was direct and to the point and against the petitioner herein. The charges were found duly proved in the enquiry with materials which clinched the charges beyond all reasonable doubts. The petitioner was rightly charge sheeted for his acts of commission and omission and for putting the bank to wrongful loss and making wrongful gain for himself. The petitioner was involved at every stage of the transaction and was caught red handed. The Manager is well acquainted with the handwriting of the petitioner and others and from his evidence it is clear that the handwriting of the petitioner is seen at every stage in the fraudulent withdrawal of amount from the customer's account and the manipulation of the books of the branch with a view to conceal the fraudulent acts. The amount by which the interest accrued account was boosted clearly

tallied with the fraudulent withdrawal and this clearly proved that the petitioner was guilty of manipulating the accounts with a view to conceal the fraud committed by him. Most of the records referred therein were destroyed by the petitioner with a view to conceal the fraud perpetrated by him on the bank. With regard to the copy of police complaint and a copy of the draft given by the Regional Office for making the police complaint, these were not reports relied upon by the management for proving the charges against the petitioner. There was no specific request during the enquiry for production of any of these documents. The petitioner is only making a self-serving statement now as if he had demanded documents during the enquiry.

The allegations against the Enquiry Officer that he was guiding and tutoring the witnesses are totally unfounded. This will be evident from the record of evidence at the domestic enquiry. Enquiry was fair and legal. The charges for which the petitioner was proceeded were different from the lapses attributed to Shri T. Shamugasundaram. In fact an explanation was called for the alleged mistake committed by him and no further action was thought necessary against him. If the petitioner had anything against Sri T. Shanmugasundaram, he could have very well asked the Enquiry Officer to examine him as a Court witness or a defence witness. The allegation that MW1's answer in the cross examination was evasive, flippant, and impertinent is rejected. The witness answered to the point and to the questions he was asked. Merely because the witness was not giving answers suited to the interest of the petitioner, it does not mean that the answers were impertinent. The account holder was duly enquired and the pass book issued to the account holder showed that the fraudulent withdrawals made by the petitioner and which were reflected in the ledger were not found in the pass book issued to them. Thus it is a case of fraud perpetrated on the bank through the medium of the customers account and that too without the knowledge of the customer. Therefore, there was absolutely no need to examine the account holders. The fact of the fraud perpetrated on the bank by the petitioner was apparent in the evidence produced during the enquiry. The Inquiring authority had come to the conclusion that the guilt of the petitioner was proved beyond all reasonable doubt and gave a finding accordingly to the Disciplinary Authority. Thereupon the Disciplinary authority issued a show cause notice dated 14-2-87 enclosing a copy of the findings to the petitioner asking him to show cause notice as to why he should not be dismissed from the bank's service as per para 17.6(a) of the Bipartite settlement entered into between the bank and its workmen. He was given sufficient time to reply to the show cause notice as well as to make his submission in person along with his defence representative. The petitioner sent his reply by his letter dated 3-3-87.

After considering the evidence on record and after taking into account the gravity of the misconduct and the

extenuating circumstances and past record of the petitioner, the Disciplinary Authority confirmed the punishment of dismissal proposed by him. The allegation that the Inquiring authority was one sided and partial is refuted. The Enquiry officer had gone into the evidence in depth and arrived at the conclusion of guilt against the petitioner. This has been accepted by the Disciplinary Authority after due consideration and issuance of show cause notice to the petitioner. The petitioner was dismissed from bank's service because of acts of fraud perpetrated against the bank. The findings of the Inquiring authority are legal valid and proper. There was no question of adverse inference being drawn against the management. All documents required for the purpose of proving the charges were produced in the enquiry. The petitioner had not demanded any specific document at any stage of the enquiry which was not produced. There was no question of MWI turning hostile at the enquiry. The witnesses have clearly explained the position in the cross examination itself. There was no question of overdraft in the account as the hand of the account holders were not seen in the withdrawals. On the contrary, the withdrawals were made in the hand of the petitioner which was proved in the enquiry. There is no question of further pursuing the police complaint after its closure by the police. It is open to the bank to proceed against the petitioner for having committed gross misconduct as per the provisions contained in the Bipartite settlement after the closure of the case by the Police. In that view, the bank had withdrawn the private complaint with a view to initiate the action against the petitioner as both the actions cannot be taken simultaneously as per the provisions contained in the Bipartite Settlement. The Petitioner was not at all a scapegoat as he was rightly charged for his acts of commission and omission. The petitioner was rightly dismissed from the bank's service by order of Disciplinary authority dated 7-3-87 after fully and properly following the procedures laid down in the Bipartite settlement. The petitioner's appeal was duly heard and disposed off by the Appellate authority after giving a personal hearing to the petitioner as well as his defence representative on 15-4-87. After considering the material and the grounds of appeal, the Appellate authority arrived at the conclusion that the guilt of the petitioner was proved beyond doubt and confirmed the punishment of dismissal by his order dated 26-8-87.

With regard to the dispute raised by the petitioner before the Conciliation authorities, the same was resisted by the respondent as it is devoid of any merit. The entire proceedings of the enquiry will be taken as part and parcel of this counter. As there was no merit in the claim filed by the petitioner before the Conciliation Officer the dispute raised by the petitioner had ended in a failure. Now the question before this tribunal is as to whether the dismissal of the petitioner is justified and to what relief if any, the workman is entitled. The dismissal of the petitioner from the bank's service is legal, valid and fully justified.

It has been held by various decision of the court that a bank employee is required to exhibit utmost honesty and integrity in the discharge of his duties and that he renders himself unfit to be continued in Bank's employment if he commits misappropriation. The amount is not relevant because the position in a Bank involves one of utmost trust and confidence. The petitioner had joined the bank only in 1982 and the record of service in the bank was short and therefore, there is no question of the petitioner claiming that he was having a clean and unblemished record of service. The acts committed by the petitioner are so gross that the mere record of service put in for about 6 years does not in any way mitigate the fraud committed by the petitioner on the bank. There was no question of considering the case of the petitioner sympathetically for the reason he had rendered himself unfit for being continued in the bank's service due to commission of gross misconduct involving moral turpitude. As the services of the petitioner was short, there was no question of claiming that the services was unblemished and exemplary. The punishment of dismissal is well merited on the facts and circumstances of the case. All the relevant factors were taken into consideration while awarding the punishment of dismissal by the disciplinary Authority which was confirmed by the Appellate authority. The past record of the employee was also considered and in the face of the fraud committed on the bank the past record of service pales into significance. It is submitted that there is absolutely no material to invoke Sec. 11A of the I.D. Act. There is absolutely no merit on the request of the petitioner for showing any compassionate consideration to the petitioner. There is no merit in the contentions of the petitioner and the petitioner has been rightly dismissed from the bank's service for proved acts of 'gross misconduct' involving moral turpitude. The dismissal of the petitioner from the Bank's service is to be upheld. The respondent have also lost confidence in the petitioner as he was holding a post of confidence in the Bank and that too as a cashier. He Cannot therefore be reinstated in the bank's service under any circumstances. The dismissal of the petitioner is justified and he is not entitled to any relief.

4. Point for consideration

The case of the management is that the dismissal of Thiru I. Sivakumar is legal, valid and justified. But the case of the Workman is that the dismissal is illegal, invalid and unjustified. The further case is that the domestic enquiry leading to his dismissal was not conducted in a fair and proper manner following the principles of natural justice.

5. In view of the rival contentions, the following issue arises for consideration :

"Whether the action of the Management of Indian Oversea Bank in dismissing Shri I. Sivakumar, Clerk-cum-Shroff, Manavalanallur Branch is justified? If not, to what relief is the workman entitled to?"

6. The route map of this case :

There are two prior orders passed by this tribunal. The first order was regarding the fairness of the enquiry and the second order was about the merits of the charges. It is necessary to look into the findings given by the Tribunal and the Hon'ble High Court before discussing the merits of the charges.

A. Finding arrived at by the Industrial Tribunal on 12-8-1993.

- (a) On the preliminary issue as to whether the domestic enquiry was conducted in a fair and proper manner, it was held that the enquiry held was fair and proper.
- (b) The non-appointment of separate Presenting Officer and the action of the Enquiry Officer himself doing the role of Prosecutor as well as Judge is not prohibited by law.
- (c) Just because the Enquiry Officer himself was the person, who decided to examine MW1 and MW2 and not to examine the third witness, does not amount to bias.
- (d) The contention of the workmen that he was not provided with the list of witnesses and list of documents were not correct.
- (e) The non-production of withdrawal slip and interest accrued voucher is not fatal as it is explained that it had been destroyed. With these findings the enquiry has been held to be fair and proper and the case was adjourned for further enquiry on merits.

After further enquiry the tribunal passed the award dated 30-11-94 on merits of the charges.

B. Important facts noted, observations made and findings given are as follows (in the said order dated 30-11-94 of the tribunal.)

- (a) V. Sundaresan and his wife Vimala opened Savings Bank A/c No. 3623 is proved by Ex. M30 and M38.
- (b) The workmen herein was the person who Introduced the Account holders to the management.
- (c) The withdrawal of Rs. 3550 is proved by Ex. W3.
- (d) non-examination of third witness is not fatal.
- (e) full fair and reasonable opportunity has been given to the workman.
- (f) The non-prosecution of other two co-employees is not fatal because it is a minor misconduct and hence there is no discrimination and victimization.
- (g) There is no enmity or ill feeling between the management and the petitioner.

- (h) The findings of enquiry officer are not biased or arbitrary.
- (i) The domestic enquiry has been conducted in accordance with the Standing Orders, provisions of law and principles of natural justice.
- (j) The withdrawal of private complaint is not fatal.
- (k) Punishment imposed is not excessive and disproportionate
- (l) The enquiry officer/disciplinary authority/and the appellate authority who are competent person are well versed in banking transaction and they have applied their mind and therefore the order cannot be interfered with.
- (m) The petitioner is guilty of misconduct involving moral turpitude. Therefore the dismissal is fair and proper.

As against the First order dated 12-8-93 holding that the domestic enquiry has been conducted fairly and properly and as against the Second order dated 30-11-94 rejecting the claim of the petitioner for reinstatement with back wages and continuity of service appeal has been preferred by the workman in W.P.No. 17184/95.

C. The contentions raised before the Hon'ble High Court (Single Judge)

The grievance raised was that the enquiry officer was functioning as a Judge and Prosecutor and the manner in which questions were put by him made it appear that he put questions to the extent of cross examining the witnesses and not for eliciting the evidence. The procedure followed was alleged to be, not in accordance with/consistent with by Bipartite Settlement and basic principles of natural justice.

The Hon'ble High Court held that the regulations, by themselves do not prevent the enquiring authority himself being the Presenting Officer as long as he was not the complainant.

The further observations are as follows :

Appointment of Presenting Officer is not mandatory. The questions put by the enquiry officer were not leading questions. It is not possible to characterize those questions as leading questions. The pattern of questions by the enquiry officer cannot be said to be prejudicial to the petitioner. Irregularity should have been avoided.

The Hon'ble High Court pointed out that that petitioner did not choose to examine himself as a witness to challenge the evidence of the management. There is no independent discussion and application of mind by the tribunal. It is reproduction of the submission of the management and the findings of the enquiry officer. There is no proper discussion and its conclusions. There are

only general observations. Those observations are mere reproduction of the earlier order dated 12-8-93. However the Enquiry was held to be fair and proper and also in accordance with the principles of natural justice.

Order of the Tribunal dated 30-11-94 was set aside and remanded with a direction to consider the issue in detail and to pass a reasoned order as to whether there is sufficient material to sustain the charge.

As against those findings writ appeal was preferred by the management.

The finding by the Single Bench that the enquiry is held in a fair and proper manner is not under challenge by the employee.

D. In the Order dated 23-3-2009 the Hon'ble Division Bench (passed in W.A. No. 1409/2005 .) indicated as follows:—

The Hon'ble High Court upheld the order of remand of the Hon'ble High Court. At the same time the following observation was made regarding the order of the Tribunal.

There are 47 documents on the side of management and 7 documents on the side of petitioner. There is no discussion about these documents. There is no discussion about the oral evidence. No reason has been given. There is no application of mind. The remand is right. Parties were permitted to raise all the issues before the Tribunal.

7. The following are the charges against the Petitioner Shiva Kumar.

Charge No 1: Fraudulent withdrawal of money from the Account No. 3623 (which stood in the name of D. Sundaresan and Mrs. Vimala, as per the details furnished below :

Date	Amount withdrawn
6-4-1985	Rs. 1000
15-4-1985	Rs. 1000
30-4-1985	Rs. 1000
9-5-1985	Rs. 300
31-7-1985	Rs. 250
Total	Rs. 3550

Charge No.2 : In order to cover up the above fraudulent withdrawal the petitioner prepared inflated (excess). Interest, accrued vouchers in the following manner as described in the table :

Ledger No.	Actual Interest	Amount for which voucher passed	Difference in the amount
2	4632.70	5632.70	Rs. 1000.00
5	6701.37	7335.44 365.93	Rs. 1000
6	3298.54	4298.54	Rs. 1000
16	1063.86	1363.86	Rs. 300.00
Total			Rs. 3300.00

Charge No.3 : The petitioner showed the extracted balance of Ledger No. 16 in April, 1985 and May, 1985 as tallied when in fact they were not.

Charge No. 4 : On 14-8-85 though the petitioner was not the ledger Keeper he took possession of S.B. Ledger No. 16 from Sri N.V. Gopalakrishnan and passed the withdrawal slip in S.B. A/c. No. 3623 by striking out the earlier entry for Rs. 250 dated 31-7-85.

Charge No 5 : The petitioner omitted to record the fictitious entry of Rs. 1000 dated 30-4-85 appearing in the ledger while making upto date the relative pass book.

8. The learned counsel for management contended that the entries in the document Ex. M29 and M33 would prove that there had been fraudulent withdrawal and creation of fabricated/inflated vouchers, relating to, accrued interest. The management relies upon the oral evidence of MW1 also and it is contended that those documents have been proved to be in the hand-writing of Sivakumar and the evidence substantiate the charge against the petitioner. Perusal of these documents reveal that there is no reason to reject this contention.

(a) In Ex. M29, Ledger relating to A/c No. 3623, the following details are shown as highlighted portion—a sum of Rs.1000 each is shown in withdrawal column on 6-4-85 and 15-4-85. On the next line credit for Rs. 2000 is shown which appears to have been corrected as Rs. 3000 in the next page on 30-4-85 a sum of Rs. 1000 is shown as withdrawn. All the three withdrawals are contended to be fraudulent withdrawal.

Withdrawal to 23-4-85 is contended to be a genuine withdrawal. It is contended that in order to cover up the three fraudulent withdrawal false credit has been given and shown as Rs. 3000.

The case of the bank is that on 31-7-85 a sum of Rs. 250 was fraudulently withdrawn from out of the balance of Rs. 299.10 but the real balance available was only Rs. 49.10. The real account holder wanted to withdraw a sum of Rs. 250 on 14-8-85. Finding that the balance available is only Rs. 49.10., there was manipulation in the account, by striking out the withdrawal of Rs. 250 on 31-7-85 thereby making the balance appear as Rs. 299.10, thereby facilitating the actual withdrawal of Rs. 250 on 14-8-85. These entries in Ex.M29, proved that there had been withdrawals and credit from 6-4-85 to 31-7-85. As per the contention of the bank these fraudulent transactions and fabrication of document were done by the petitioner.

The next document relied upon is Ex. M33. This document called Paying counter Cash book. In respect of Account No. 3623 the following withdrawals finds place in the Paying Counter Cash book :

Date	Sl. No.	A/c No.	Amount
6-4-85	39	3623	1000
15-4-85	40	3623	1000
30-4-85	29	3623	1000
9-5-85	39	3623	300
31-7-85	27	3623	250

Under Ex. M31 (Withdrawal slip) (the genuine withdrawal dated 14-8-85) the withdrawal slip contains the signature of account holder Vimala and the petitioner herein. When the tribunal raised a question as to what happened to the withdrawal slip in which the signature is said to be a forged one, the learned counsel for respondent informed the tribunal that the withdrawal slips are missing. The management was also not able to answer what happened to every day voucher. It is contended that the petitioner might have destroyed it. Who was in charge of preparing the voucher and who was in charge of counter checking it and who was in charge of custody of it are the relevant questions. During final arguments, the workmen personally argued and contended that each day's voucher from relevant table would go to the Manager with ledger are manager will check the ledger entry with reference to the voucher and after counter checking it the manager used to bundle each day voucher and would place it in the safe room and that the Cashier and the manager are the only two persons who can have access to the safe room. According to the workmen it is not at all possible for anybody to gain entry into the safe room and therefore it is not at all possible for a poor clerk to remove the withdrawal slip. Unfortunately this defence is not taken at the earliest point of time. The workman has not given any explanation for the mammo. He has not adduced any defence witness.

It is the contention of the management that the petitioner herein took the ledger from one Krishnamoorthy and made fictitious entries. It is the case of the management that the work had been entrusted to only Krishnamoorthy. The examination of Krishnamoorthy would have been better but on that ground alone it cannot be concluded that the charges are not proved, as there are other evidence available. This contention has been answered by the tribunal also earlier.

It is the contention of the management that the petitioner made fictitious credit entry, while committing forgery.

- (a) To compensate for the two debits dated 6-4-85 and 15-4-85 for Rs. 1000 each, he posted a fictitious credit entry for Rs. 2000 in the ledger (Ex.M29) in the line just below the debit entry of Rs. 1000 on 15-4-85 and altered the balance in the account from Rs. 3.10 to Rs. 2003.10 p. As it was on the last line of the folio in Ex.M29 the altered balance of Rs.2003.10 was carried over to the next folio that is No. 47 by the Ledger keeper who posted the genuine withdrawal for Rs. 1000 in the account on 23-4-85. Again to compensate for the fraudulent withdrawal slip passed through the account for Rs.1000 on 30-4-85 the fictitious credit entry posted on folio No. 46 was altered to 3000 and balance was altered to appear as Rs. 3003.10. However it is alleged that the workman failed to extend these alterations to carry over balance on folio No. 47. Ex. M29.

To conceal the effect of other withdrawal slip posted in the account before 30-6-85 that is the one for Rs. 300 on 9-5-85 the petitioner altered the debit by scoring it off and restoring the original balance in the balance column. It is further pointed out that these corrections in the ledger were not likely to increased the balance in the general ledger and therefore the workman indulged in inflating the consolidated vouchers passed for half yearly interest payable on S.B. Accounts during June 1985 in respect of 4 ledgers that is Ledger Nos. 2, 5, 6 & 16 (discussed in Ex-M-21-the enquiry findings). The vouchers had been passed for 18630.54p whereas the total in the four ledgers came to 15696.47p. The difference in inflation came only to the extent of Rs. 2934.07. But the inflation needed was to the extent of 3300 therefore the petitioner prepared another voucher on 29-6-85 for Rs. 365.93 thereby enabling the total increase of Rs. 3300 in the balance in the general ledger under the head savings bank as on 30-7-85.

The further contention is that the petitioner had provided the account holder with a pass book which did not tally with the entries posted in the ledger that is M29. it is pointed out that though the amount was misappropriated through S. B. A/c of Vimala the funds did not belong to that account holder and it was the fund of the bank. As there was no over draft the misappropriation was not reflected in the pass book also and therefore the account holder was not liable for any amount to the bank. The act of the customer in remitting the amount in her S. B. A/c and parallely writing a letter to the bank should be rejected as the misappropriation related to the funds of the bank and not to the funds of the account holder. This contention is quite correct as the circumstances indicate that the account holder has been won over. Admittedly she has no overdraft facilities. She did not suffer any financial loss. As per passbook entry was incomplete she would even know when overdraft facility was utilized.

Coming to the remaining documentary evidence, it is necessary to peruse Ex.M28 series Ex.M28 is the report filed by Ganesan the Inspector of Indian Overseas Bank (deputed from Thanjavur to investigate into the alleged fraudulent transactions). His report is dated 2-9-85. The observation in Ex. M28 are relevant.

- (i) (Internal page no. 5) Two withdrawals were made on 6-4-85 each for Rs. 1000 (Scroll No. 6+39). The second withdrawal on that date/ scroll No. 39 is a forged one and the paid instrument is missing. The cashier on the duty on 6-4-85 was Mr. Sivakumar.
- (ii) (Internal page. 9) : Credit entry of Rs. 3000 (page 145 on progressive pass book) was made and the same was struck out. But again the credit entry was restored by writing the amount of Rs. 3000 Branch Manager identified that the correction namely credit of Rs. 2000, 3000, both struck out and Rs. 3000 (appearing after Rs. 150) struck out were made by I Sivakumar.

- (iii) (Internal page. 11) : Mr. Sivakumar continued to balance the ledger No. 16 for the month of May and June 85 and posted the progressive for the above two months. Mr. Sivakumar was not able to express coherently for entering Rs. 2000 and Rs. 3000 in progressive balance page. 144 adding the same to the total
- (iv) (Internal page. 17) The date of entry namely 31-7-85 has been changed to 14 and the value was restored to 299.10 by making a entry correct balance. The marking of CB was made under the handwriting of Sivakumar.
- (v) The final finding is that there has been nexus between fraud committed in respect of A/c No. 3623 and the excess in the S.B. interest payment and the act is attributed to Sivakumar.

The next important document to be considered Ex. M21 the findings of the Enquiry authority. The perusal of the report reveals that the enquiry authority has considered 18 documents. The important portion of evidence of MW1 runs as follows :

C. Subramanian, Manager of Manavalanallur branch has been examined as MW1. During cross examination, the question and answer runs as follows :

The question was when Sivakumar was not ledger keeper how can it be said that he posted it in the ledger. The answer was that, the letter dated 14-8-85 to the regional office would answer that question. It has been indicated that on the date of passing of Rs. 250 by Sivakumar the manager has informed the higher officer without any delay. The evidence is that the balance for April and May 1985 was extracted and tallied by Sivakumar. The witness was asked to show the relative folio. The MW1 has shown the folio and it was found to be in the handwriting of Sivakumar only. The enquiry authority has considered all the relevant evidence and has given the proper finding that the charge have been proved.

9. It is contended by the workman that—

- (i) The enquiry was not conducted in a fair and proper manner.
- (ii) The principles of natural justice was not followed while conducting the enquiry.
- (iii) The enquiry officer played dual role (Prosecutor as well as judge).
- (iv) The co-employees were left out and he has been singled out.
- (v) The non-examination of account holder is fatal to the case of the management.
- (vi) The evidence available is not enough to sustain the charge.

So far as the fairness of the enquiry is concerned, it is the concurrent finding of the tribunal as well as the Hon'ble High Court that the enquiry has been conducted in a fair and proper manner. This finding is final, because the workman did not file any writ appeal challenging the finding of the Hon'ble High Court holding that the enquiry is fair and proper and that principles of natural justice has been followed in conducting the enquiry.

So far as the contention regarding dual role of the enquiry officer as Prosecutor as well as Judge is concerned, the Hon'ble Single Judge of the High Court has given a finding that the Standing orders do not prohibit the same. This Tribunal is of the same view.

The contention is that the co-employees were also involved in the daily transactions and they were willfully left out, cannot be a ground to leave the petitioner also. The reply by the management is that the irregularity committed by the co-employee was not serious. It would have been better if the co-employee has been examined as a witness but he has not been examined. Because of the availability of documentary evidence, the non-availability of oral evidence cannot be given much importance.

It is contended that the proof available is not sufficient to hold the petitioner guilty of the charges. This contention cannot be accepted because it is settled law that the decree of proof required is not that of proof beyond reasonable doubt.

10. The legal contention raised are also answered by the following decisions relied on by the learned counsel for management.

(a) The first contention is that it is not necessary for the bank to prove the loss.

1996 (9) SCC 69—(Disciplinary Authority-cum-Regional Manager and Others Vs. Nikunja Bihari Patnaik)—It was a case of the bank officer who was dismissed for acting beyond his authority in allowing advances and over-drawals, several of which becoming sticky and irrecoverable. It was held that such acts could not be treated merely as errors of judgment and proof of any loss not necessary.

(b) The second contention is that the misconduct should not viewed lightly.

1997 (1) LLN p. 391—(Dharmapuri District Cooperative Sugar Mills, palacode And (1) Labour Court, Vellore, (2) K. Thiruvengadam). It was held the Court should not entertain a misplaced sympathy towards a workman and should not prejudice the issue from the angle of rehabilitation. The question of rehabilitation and reformation could arise in a case of minor delinquency or misconduct. It was further held that where the transaction involve the interest and reputation of the institution it should not be taken likely.

(c) The version of the account holder is not the deciding factor and in support of that contention the following decision is relied upon.

(b) 2005 (4) LLN p. 1 (State Bank of India and another And Bela Bagchi and Others)

The charge in that case was that the bank employee did not deposit the money given by the account holder to deposit it in the account. The bank employee made false entry in the pass book. It was held that the charge is of serious nature. Contention was raised that there was no loss of money to the bank and also that the A/c holder had withdrawn allegations. It was held that such contentions cannot be entertained and the dismissal is not improper.

(d) It is contended that strict rules of evidence is not applicable.

2008 (4) SCC 517 (Workmen of Bamadies Estates Vs. Management Bamadies Estates and Others),

Evidence Act, 1872 is not applicable to the proceedings in a domestic enquiry though principles of fairness are to apply. Again guilt may not be established beyond reasonable doubt and the proof of misconduct would be sufficient. Moreover, all materials which are logically probative including hearsay evidence can be acted upon provided it has a reasonable nexus and credibility.

(e) It is contended that so long as there is some evidence before the enquiry officer it is for the enquiry officer to decide as to whether the deposition of the witness is to be believed or not and Tribunal should not interfere unnecessarily.

(f) 2002 ILLJ 941 (Union of India and Others And Registrar, Central Administrative Tribunal, Chennai and Another)

The enquiry officer was entitled to form his opinion as to the credibility or otherwise of the witnesses, and also decide as to whether the charge was or was not proved. So long as there is some evidence before the enquiry officer it is for the enquiry officer to decide as to whether the deposition of the witness is to be believed or is not to be believed.

The enquiry officer of course does not have the right to act perversely. But the fact that his report is brought before the Court or Tribunal subsequently does not enable the Court or Tribunal to function as a Court of appeal. The discretion as long as it is properly exercised. Is that of the enquiry officer and that discretion cannot be taken away by merely characterizing the evidence considered and accepted by him as "no evidence".

(g) Next contention is that there should not be misplaced sympathy.

2000 (2) LLJ 1395—(Janata Bazaar South Kanara Central Cooperative Wholesale Stores Ltd. & Others And Secretary, Sahakari Nourakara Sangha & Others)

Section 11A of I.D. Act 1947—Labour Court finding—Charges of misappropriation and breach of trust against workman proved. In exercise of powers U/s. 11A Labour Court directing reinstatement of workman with 25% of back wages and imposing penalty of stoppage of 5 increments with cumulative effect was held to be sympathy which was uncalled for.

(h) Contending that non-examination of customer of bank or non production of alleged confessional statement on which the Tribunal placed the reliance, were held irrelevant, the management relies upon the following decision.

2000 (2) LLJ 1373 (State Bank of India and Tarun Kumar Banerjee and Others)

The circumstances like non-examination of customer of bank or non production of alleged confessional statement on which the tribunal placed the reliance were held irrelevant.

It was pointed out that when the domestic enquiry was held to be fair and valid the scope of interference was very limited. (Case of Firestone relied upon)

(i) The next decision is about the degree of proof required.

2007 (10) SCC 385 (Between Noida Entrepreneurs Association Vs. Noida and Others)

Standard of proof required in departmental enquiry is not the same as required to prove a criminal charge—even an acquittal in a criminal case does not bar departmental enquiry.

There cannot be any dispute over the legal proposition with regard to degree and extent of proof required in a departmental enquiry, as it is a settled law that degree of proof required in a departmental enquiry is not proof beyond reasonable doubt.

The oral and documentary evidence adduced by the management has proved the charges against the petitioner/workman.

In the result the award is passed holding that the action of the management of Indian Overseas Bank in dismissing Sri. I. Sivakumar, Clerk-cum-shroff, Manavalanallur, Branch is justified. No costs.

Dated at Chennai, this 30th day of September, 2009

T. M.T.S. VIMALA, Presiding Officer

LIST OF WITNESSES EXHIBITS

Witnesses Examined on the Side of Petitioner/Workmen :

W. W. 1 : Thiru. I. Sivakumar

4340409-25

Witnesses Examined on the Side of Respondent/
Management :

M.W. 1: Thiru. K.B. Santhanam

M.W. 2: Thiru. V. J. Kothari

Exhibits Marked on the Side of Petitioner/Workmen :

S. No.	Date	Description of Document
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1	2	3
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1	18-07-84	EX. W 01 Savings Bank Accounts of Mrs. S. Vimala
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2	22-11-85	EX. W 02 Police report in which the police complaint file was closed
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3	29-11-85	EX. W 03 Counterfoil in the name of Mrs. S. Vimala for Rs. 3550/-
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4	02-11-86	EX. W 04 Letter from the Petitioner workman to the management Bank requesting defence exhibits
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5	03-11-86	EX. W 05 —do—
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6	19-11-86	EX. W 06 Copy of Private Complaint lodged by the Branch Manager in the names of Petitioner workman, T. Shanmugasundaram and N.V. Gopalkrishnan
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7	06-04-87	EX. W 07 Letter from Petitioner workman to the Appellate Authorities requesting defence exhibits
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Exhibits Marked on the Side of Respondent/Management:

1	25-10-85	EX. M 01 Charge sheet issued to the Petitioner/workman
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2	29-10-85	EX. M 02 Letter from management Bank, Manavalanallur Branch to the Vigilance Department of Management Bank
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3	04-11-85	EX. M 03 —do—
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4	02-01-86	EX. M 04 Letter from the Petitioner/workman to the management bank, Manavalanallur Branch requesting to give 15 days time for his reply to charge sheet
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5	26-12-85	EX. M 05 Letter from Disciplinary Authority to Petitioner/Workman
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1	2	3
6	02-01-86	EX. M 06 Letter from management Bank, Manavallanallur Branch to the Management Bank
7	13-01-86	EX. M 07 Letter from Disciplinary Authority to Petitioner/Workman granting of time to reply to the charge sheet
8	24-01-86	EX. M 08 Letter from management Bank, Manavallanallur Branch to the Vigilance Department of Management Bank
9	10-10-86	EX. M 09 Letter from Disciplinary Authority to Thiru. K.B. Santhanam, Appointing him as Enquiry Officer
10	27-10-86	EX. M 10 Letter from Enquiry Officer to the branch manager Indian Overseas Bank, Manavalanallur Branch enclosing list of documents
11		EX. M 11 Letter from Smt. S. Vimala to the management- Bank, Manavalanallur Branch dt : 29-11-85 and Letter from Respondent to Vimala dt : 14-08-85
12	28-10-86	EX. M 12 Proceedings of the Enquiry Officer with enclosures
13	05-11-86	EX. M 13 Letter from Inquiring Authority to the Petitioner/Workman fixing the enquiry on 27-11-86
14	05-11-86	EX. M 14 Letter from Petitioner/Workman to the Enquiry Officer
15	08-11-86	EX. M 15 Reply by the Enquiry Officer to Ex. M. 14
16	17-11-86	EX. M 16 Letter from Management Bank, Manavalanallur Branch to the Petitioner/Workman for verification of the documents received by him
17	27-11-86	EX. M 17 Proceedings of the Enquiry Officer
18	29-11-86	EX. M 18 Letter from Inquiring Authority to Disciplinary Authority regarding the conclusion of enquiry

1	2	3	1	2	3		
19	21-01-87	EX. M 19	Letter from Defence representative to the Inquiring Authority summing up enquiry proceedings	34	14-08-85	EX. M 34	Letter from the Management Bank, Manvalanallur Branch to the Regional Manager, Indian Overseas Bank, Tanjavur regarding fraudulent withdrawal in S.B. A/c. No. 3623
20	12-02-87	EX. M 20	Letter from Enquiry Officer				
21		EX. M 21	Findings of the Inquiring Authority	35		EX. M 35	Xerox copy of balance books folio relating to S.B. ledger 16
22	14-02-87	EX. M 22	Show cause notice issued to the Petitioner/Workman	36		EX. M 36	Xerox copy of Balance Book folio pertaining to ledger Nos. 2, 5 & 6
23	03-03-87	EX. M 23	Show cause hearing				
24	03-03-87	EX. M 24	Reply by defence representative to Ex. M. 22	37		EX. M 37	Xerox copy of Interest Accrued Register folio showing the posting of the interest accrued
25	07-03-87	EX. M 25	Dismissal Order				
26	15-04-87	EX. M 26	Appeal by defence representative to Appellate Authority requesting to reinstate the Petitioner-workman	38	18-07-84	EX. M 38	Xerox copy of S.B. A/c. opening from relating to S.B. A/c. No. 3623 of Mrs. S. Vimala
				39		EX. M 39	Xerox copy of Officer's payment scroll dt : 06-04-85, 15-04-85, 30-04-85, 09-05-85, 31-07-85 and 14-08-85
27	14-08-85	EX. M 27	Letter from Management-Bank, Manavalanallur Branch, to the Regional Office of the Management Bank reporting about the Petitioner/Workman	40	27-03-87	EX. M 40	Letter from Petitioner/Workman to the Appellate authority requesting to give him an opportunity to appeal against the dismissal order
28	02-09-85	EX. M 28	Investigation Report with enclosure				
29		EX. M 29	Savings Bank Ledger folio showing the S. B. A/c. No. 3623 in the name of Mr. Sundaresan and Mrs. S. Vimala	41	31-03-87	EX. M 41	Reply by Appellate Authority to Ex. M. 40
				42	26-08-87	EX. M 42	Orders of Appellate Authorities
				43	10-04-88	EX. M 43	Dispute raised by the Petitioner/workman before the conciliation authorities (central), Madras
30		EX. M 30	Pass book relating to S. B. A/C. No. 3623 of Mr. Sundaresan and Mrs. S. Vimala	44		EX. M 44	Comments of the management filed before the Regional Labour Commissioner, Madras
31		EX. M 31	Withdrawal stop dt. : 14-08-85 for Rs. 250 with signature in the reverse of withdrawal slip	45	21-07-88	EX. M 45	Reply statement filed by the Petitioner/workman before the Regional Labour Commissioner, Madras
32		EX. M 32	Xerox copy of Attendance Register from the month of August, 1985	46	30-09-88	EX. M 46	Conciliation failure report
33		EX. M 33	Xerox copy of Cashier's Payment Scroll dt : 06-04-85, 15-04-85, 30-04-85, 09-05-85, 31-07-85 and 14-08-85	47	05-10-85	EX. M 47	Complaint from Management Bank to the Sub-Inspector of Police, Palaiyur Police Station, Palaiyur, Tanjavur District.

नई दिल्ली, 19 नवम्बर, 2009

का.आ. 3378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, धनबाद के पंचाट (संदर्भ संख्या 161/2000 को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/256/96-आईआर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S.O. 3378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.161/2000) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 19-11-2009.

[No. L-12012/256/96-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

PRESENT

Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I. D. Act, 1947.

Reference No. 161 of 2000

Parties : Employers in relation to the management of Punjab
National Bank and their workman.

Appearances

On behalf of the workman : Mr. D. K. Verma &
Mr. R. Ranjan,
Advocates.

On behalf of the employers : Mr. O. P. Verma,
Advocate.

State : Jharkhand Industry : Banking.

Dated, Dhanbad, the 29th October, 2009

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12012/256/96-IR (B-II), dated, the 28th April, 2000.

SCHEDULE

"Whether the action of the management of Punjab National Bank in terminating the services of Sh. Satish Kumar Tiwary whose services were utilized as a driver by an Executive of the erstwhile New Bank of India is Justified and legal? If not what relief is the disputant entitled to?"

and

"Whether the disputant is entitled to regularisation of this services in terms of the memorandum of settlement dated 2-01-1990 entered between the management of erstwhile New Bank of India and All India New Bank of India Employees' Federation in this regard?"

2. The case of the workman as disclosed in his Written Statement submitted before the Tribunal is that he has read upto 8th class and is having a valid Driving Licence. He also got himself registered with the employment exchange in Dhanbad. After facing a preliminary interview the workman was appointed on the Post of Driver in the erstwhile New Bank of India and was attached with the Regional Manager of the said Bank. The workman joined the Bank in the month of December, 1988 and initially he was posted at Calcutta. However, in the month of May, 1990, the workman was transferred in the same capacity of Driver and posted at Patna. On his transfer to Patna, the workman was attached with the then Regional Manager, New Bank of India having its office at Bank Road, Patna.

The workman continued to serve the Regional Manager, New Bank of India as Driver until the New Bank of India merged and amalgamated in the Punjab National Bank through the New Bank of India (Amalgamation & transfer of Undertaking) Scheme which came into force in September, 1993. The Management of New Bank of India under the said scheme vested in Punjab National Bank with effect from 4-09-1993. It has further been stated by the workman that under section 18 (1) of the Industrial Disputes Act, 1947, a settlement was arrived at between the management of New Bank of India and the All India New Bank of India Employees Federation on 2-01-1990. According to the terms and conditions of the settlement, the Bank was duty bound to absorb all those Drivers engaged and attached with the New Bank of India fulfilling the conditions mentioned in the settlement as regular employee in the subordinate cadre. The workmen who had been working in the erstwhile New Bank of India since December, 1988 possessed all eligibility conditions and qualifications for his absorption/regularisation in the Bank service as Driver in the subordinate cadre. It has been further stated by the workman that the workman having completed the required three years of service as on 9-4-1992 and during which period he was provided with all facilities, viz. with regular salary, periodical uniforms etc.

as such fulfilled all the criteria for absorption. Accordingly the workman in terms of the memorandum of settlement made an application before the management of the erstwhile New Bank of India on 10-04-1992 for his regularisation/absorption in the Bank's service through proper channel. Thereafter in this regard a letter was written by the then Regional Manager, New Bank of India, Shri B. K. Sachdeva to the Deputy General Manager of the said Bank having its head office at Marina Hotel Building, G-59, Connaught Circus, New Delhi - 110 001 for absorption of this workman as a regular employee in the subordinate service in lieu of the fact that the appellant fulfilled all the eligibility criteria as prescribed in the circular. In this regard several reminders were sent to the Deputy General Manager (Personnel) of the New Bank of India in relation to the absorption of the appellant. While this matter of absorption was pending consideration before the management of the erstwhile New Bank of India, the said Bank got amalgamated with Punjab National Bank by virtue of the Amalgamation Scheme, 1993. The New Bank of India under whose service the appellant was working in the capacity of Driver, amalgamated under the said scheme with Punjab National Bank with all its assets and liabilities by virtue of the notification issued by the Central Government bearing Notification No. 1/2/93-BO (I) dated 4-9-1993 after consultation with the Reserve Bank of India. When the transferor Bank was amalgamated with the transferee Bank, not only the assets were taken over but also the entire liability of the transferor Bank was also taken over. In view of this amalgamation the services of the Workman concerned was also transferred and put at the disposal of the Punjab National Bank in the same capacity of Driver attached to the Bank executive. In fact the same savings bank account of this workman in the New Bank of India on amalgamation also stood transferred to the Punjab National Bank bearing the same account No. S/114 and the workman on his transfer of service to the Punjab National Bank continued to deposit his salary in the transferred account of the Punjab National Bank. The salary for the month of September, 1993 i.e. after the process of amalgamation was complete was paid to the appellant by the respondent Punjab National Bank and which in itself shows that the services of the appellant also stood transferred to the Punjab National Bank under the said scheme. All the executives and remaining staff of New Bank of India stood executive and staff of Punjab National Bank.

In the said scheme it has been clearly stated at clause 4 (a) (i) that the provisions of the settlement undertakings and clarification agreed to by the transferee Bank with the workmen Union or Association from time to time shall automatically become applicable to the workmen employees of the transferor Bank in the same manner as applicable to workmen employees of the transferee bank, subject to the other provisions of the Scheme. Under these circumstances, the respondent- Punjab National Bank was duty bound to honour the agreement and to give effect the

settlement since the said Bank had taken over the transferor Bank along with all its assets and liabilities. It has been further stated by the workman that the same system of absorption in regular service in the subordinate cadre also existed in the transferee Punjab National Bank and in which view of the matter the workman was also eligible for consideration for absorption in terms of the said scheme. Thereafter the services of this workman were suddenly terminated by the management of Punjab National Bank without assigning any reason in arbitrary manner by an oral order of termination. It has been stated that upon transfer of the services of the workman to the Punjab National Bank, the workman was attached to one Mr. S. K. Sachdeva, Regional Manager, Punjab National Bank, Patna and barely after the workman had worked for one month the said Sri B. K. Sachdeva was transferred and upon the transfer of the said Regional Manager, A.G. M. Punjab National Bank orally terminated the services of this workman and the workman was not allowed to attend the office w.e.f. October, 1993. It has been alleged that the said action of the said Assistant General Manager in orally terminating the services of the workman is without any rhyme or reason and specially under the circumstances that the services of the workman had been transferred to the Punjab National Bank in pursuance to the scheme in which view of the matter the management of Punjab National Bank was duty and legally bound to absorb the services of the workman. Therefore the action of the management thus was wholly illegal, arbitrary malafide and in contravention of Section 25F of the I. D. Act., 1947. Being aggrieved by the action of the management the concerned workman moved the Hon'ble High Court of Patna by filing a Writ Petition bearing No. C.W.J.C. No 2375 of 1994. Hon'ble Court after hearing both sides permitted the concerned workman to withdraw the Writ petition enabling him to raise his grievance by raising an Industrial Dispute under the I.D. Act, 1947. Thereafter the concerned workman raised an Industrial Dispute before the ALC (C) which was ended in failure and the ALC (C) in his turn sent a failure report to the Govt. of India, Ministry of Labour, New Delhi. The concerned workman also wrote letter to the Ministry for making reference for adjudication by Industrial Tribunal. But after a lapse of almost 15 months the concerned workman was informed that the Ministry has not considered the dispute fit for reference relying upon a judgement of the Hon'ble Supreme Court. Thereafter being aggrieved by the order dated 10/11-11-1997 the concerned workman again moved the Hon'ble High Court through C.W.J.C. No. 182 of 1998 in which Hon'ble Court after hearing the matter was pleased to dismiss the Writ application vide order dated 18-8-1999. Then again against the order dated 18-8-1999 filed a L.P.A. bearing No. 1070 of 1999. The Hon'ble Court after hearing the matter quashed the order of Union of India and directed to reconsider the matter and to pass fresh order in the light of the observation made in the order. Thereafter the present reference was made.

The concerned workman submitted that he was in employment of the erstwhile Bank and had served the Bank continuously for more than 4 years (March, 1988 to Sept., 93). The concerned workman was neither issued any notice nor he was given the wages in lieu of notice for the period of the notice. It has been further stated by the workman that his absorption/regularisation in services in terms of the memorandum of the settlement dated 2-1-90 remained pending till the erstwhile Bank, merged into Punjab National Bank in Sept., 1993. As the settlement dated 2-1-90 was a settlement U/s. 18 of the I.D. Act it was binding on the parties to the agreement. In view of the facts and circumstances disclosed above, the concerned workman has prayed before this Tribunal to pass an Award directing the management to reinstate him in service and thereafter to regularise his services in terms of settlement dated 2-1-90.

3. In the Written Statement filed by the management it has been stated that the concerned workman Shri Satish Kumar Tiwari was never appointed by erstwhile New Bank of India and was engaged as driver in personal capacity by the executive of the erstwhile New Bank of India. It has been stated that there was no relationship of employer and employee between the concerned workman with the erstwhile New Bank of India or Punjab National Bank and therefore the present dispute is not an industrial Dispute.

It has further been stated on behalf of the management that the personal drivers engaged by the Executives of the Bank are not 'workman' has been held by the Apex Court in the case of Gulab Dastgir Vs. PNB (1978 of LLJ 313) and also by Hon'ble Kolkata High Court in the case of Standard Chartered Bank Vs. ALC (C) and others (1992 FLR (65) 769). It has been stated by the management that since Shri Tiwari was never an employee of erstwhile New Bank of India, consequent upon amalgamation of New Bank of India with Punjab National Bank vide Notification dated 4-9-93 issued by the Govt. of India, there could not have been any occasion for him to become an employee of Punjab National Bank. The reliance placed upon the Settlement dated 2-1-1990 entered into between the Management of erstwhile New Bank of India and All India New Bank of India Employees' Federation is wholly misplaced. It has been submitted that the said Settlement was arrived at under the provisions of Section 18 (i) of the I.D. Act., 1947 i.e. otherwise during the course of conciliation proceedings and in terms of the said Section, the said Settlement was binding only between the parties to the said Settlement. Therefor this statement has got no applicability whatsoever to the Punjab National Bank. It has further been submitted that as per the submission of Shri Tiwari, his alleged services were allegedly terminated in October, 1993. It is submitted on behalf of the management that the so-called reference made by the Appropriate Government to this Hon'ble Tribunal does not merit any consideration in view of the law laid down by Hon'ble Supreme Court in the case of Nedungadi Bank Ltd. Vs. K. P. Madhavkutty (JT 2000 (1) SC 388).

Management have submitted parawise reply in part B of their written Statement in reply to the Written Statement of the workman which is as follows :-

(i) In reply to para 1, it has been submitted on behalf of the management that reference made by the Appropriate Government vide order dated 28-4-2000 stands corrected vide subsequently order dated 29-3-2001. It has however, been submitted that for the submissions made in the Preliminary objections here-in-before, what has been referred to by the appropriate Government to this Hon'ble Tribunal is not an industrial dispute and does not merit any consideration.

(ii) Management has denied the contents of para 2, 3 and 4 of the W. S. of the workman. The content of para 5 of the W. S. of the workman has been admitted to the extent that the erstwhile New Bank of India was amalgamated with Punjab National Bank by the Government of India vide Notification dated 4-9-93 and rest of the submissions have been denied.

(iii) With regard to para 6 of the W. S. of the workman management have submitted that the Settlement dated 2-1-90 arrived at under the provisions of Section 18 (i) of the Industrial Disputes Act, 1947 was binding between the parties to the Settlement only and the same has got no application to Punjab National Bank. The reliance placed upon the Settlement dated 2-1-90 by Shri Tiwari is wholly misplaced.

(iv) Management have denied the content of para 7 of the W. S. of the workman and with regard to para-8 they have stated that Shri Tiwari was engaged as a driver by the Executive of the erstwhile New Bank of India purely in his personal capacity who used to pay him the salary. Management have also denied the contents of para-9 to 12 of the W. S. of the workman.

(v) Management have admitted the contents of para 13, 14, 15 and 16 of the Written Statement of the workman, and denied the contents of para 17, 18, 19 and 20 of the W. S. of the workman.

(vi) As regards contents of Para-21, 22, 23, 24, 25, 26 and 27 they have admitted the same. But so far the reply of paras 28-32 of the W. S. is concerned the management have submitted that the order of the Appropriate Government declining to make reference of the so-called dispute for adjudication was perfectly legal and proper having regard to the law laid down by Hon'ble Supreme Court and Hon'ble Kolkata High Court referred by them, and rest of the submissions they have submitted are wrong and denied.

(vii) As regards the contents of para 33 and 34 of the W. S. of the workman the management have admitted the same and denied the contents of para 35 and in respect of the content of para 36 of the W.S. of the workman the management have stated that since there was no employer-

employee relationship between the bank and Sri Tiwari the provisions of Section 25 (F) of the I. D. Act., 1947 have no applicability. In reply to para 37 of the W. S. of the workman management have submitted that Shri Tiwari was never an employee of erstwhile New Bank of India.

(viii) In reply to para 37 of the W. S. of the workman management have stated that Shri Tiwari was never an employee of erstwhile New Bank of India. However, in reply to paras 38 to 41 of the W. S. of the workman management have submitted that since there was no employer-employee relationship between the bank and Shri Tiwari, there was no question of his services having been terminated by the Bank or his re-instatement as alleged or otherwise. Management have denied rest of the contentions as wrong and denied the same. In reply to para 42 management have submitted that the Settlement dated 2-1-90 was binding to the parties to the said Settlement only. Management have denied the contents of para 43 of the W. S. of the workman as wrong and accordingly denied the same. In reply to para 44 of the W. S. of the workman management have submitted that having regard to the preliminary objection No. 4 stated herein-in-before, the reference of the so-called dispute to this Hon'ble Tribunal is bad in the eyes of law and denied the contents of paras 45-46 as wrong making no comments of para 47 of the Written Statement of the workman.

Accordingly it has been prayed on behalf of the management to pass an Award holding that Shri Tiwari was not an employee of erstwhile New Bank of India, there was no question of his services being terminated by Punjab National Bank as alleged and that he is not entitled to any relief as prayed for or otherwise.

4. In the rejoinder filed by the concerned workman to the Written Statement of the management the workman has stated that the para 1 of the W.S. of the management is misconceived contrary to records and the facts stated are not at all correct. It has been stated further that the car for which this workman was engaged for driving bearing registration No. BR-IC-2438 the maintenance of which was borne by the Bank. After merger with Punjab National Bank the said car was being driven by this workman whose salary was also borne by Bank after obtaining his signature on a Bank's Voucher. Moreover, the concerned workman was also provided Summer and Winter Uniform the cost of which was borne by Bank. Moreover the wages of this workman was also fixed by Bank. The facts stated in paragraph 3, 4, (1 to 31) have already been dealt in the W. S. of the workman. It has also been stated that any other statement of facts as contained in Management's Written Statement are denied by the workman.

It has been prayed on behalf of the workman to pass an Award in favour of the workman directing the management to reinstate the concerned workman in the services of the Bank with all benefits.

5. From the side of the workman the concerned workman has been examined as WW-1 on his behalf documents have been marked as Ext. W-1, W-2, W-3, W-4, W-5, W-5(A), W-6, W-6(A), W-7 and W-7(A). Management, however, has not adduced any oral evidence.

6. The concerned workman in course of his evidence has stated the following on oath :—

“ I Satish Kumar Tiwari son of Late Bishwanath Tiwari aged about 35 years, by faith Hindu, by occupation- Unemployed residing at Village Samahuti P. O. & P. S. Bijaipur, District Gopal-Ganj, Bihar do hereby solemnly affirm on oath and declare as under :—

1. I am the workman concerned in the present reference. Initially I was selected and appointed as a Driver by the New Bank of India in the year 1988 at Calcutta. I used to drive an Ambassador Car No. WNF 8683. The car belongs to Bank. The petrol was supplied by Bank. The Bank also maintain log book. At that time Shri O. P. Kapoor who was D. R. M. of Regional Office, Calcutta of the Bank. He was Executive of the Bank. He used to ride on the car for execution of the job of Bank. Thereafter Shri O. N. Tuli joined as D. R. M. of Regional Office, Calcutta. Then I was transferred to Regional Office, Patna and I worked under the then Regional Manager Sri S. K. Soni and B. K. Sachdeva as a driver at Patna. I used to drive Car No. BR-I C-2483, the Car No. I C-2483 belongs to Bank. Accordingly I worked continuously more than three years from 1988 to 1993 under the direct supervision and control of executives the New Bank of India.

2. New Bank of India amalgamated with Punjab National Bank by the Notification of the Government of India with effect from 4-9-1993. After amalgamation I continued to work under Regional Manager, Mr. B. K. Sachdeva of Punjab National Bank.

3. There was a settlement arrived between the Manager of New Bank of India and All India New Bank of India Employees Federation. As per the said settlement I become eligible for regularisation in the services of the Bank. I submitted application for my regularisation which was duly forwarded by the then Regional Manager. The Regional Manager sent several reminders to the Bank Manager. I am entitled for regularisation. Instead of regularising me the Bank Management terminated my service with effect from 30-9-1993 in utter violation of Section 25F of the I. D. Act, 1947. No notice of termination was issued to me. No notice was paid to me before termination of my service. No compensation was paid to me. My termination was illegal. I am entitled for re-instatement with full back wages.

This is a copy of the settlement dated 8-1-1990 marked as Ext. W-1. Bank has written letter for regularisation by this letter dated 20-10-92 marked as Ext. W-2. These are the three reminders issued by the Bank to the Head Office marked as Ext. W-3, W-4 and W-5. This is the Gazette Notification marked as Ext. W-6. My termination is illegal. My demand is justified."

In course of his cross-examination he has stated the following :-

"The post of Driver was not advertised and name from Employment Exchange has been called by the Bank. I have not filed any paper to show that Employment Exchange has sent my name directly to the Bank. I have not filed any appointment letter issued by the Bank. Vehicles about which I have mentioned in the affidavit were registered in the name of the Bank. I have not filed the owner Book. I have not filed any attendance register of the Bank. I have not filed any pay slip issued by the Bank. I have got no transfer letter but I have been transferred from Kolkata to Patna. The transfer letter is with the Bank. I have not filed any termination letter issued by the Bank. I have filed two cases before the Hon'ble High Court Patna which have been disposed of with the observation to go to the Labour Court. My case was not referred by the Central Government to the CGIT. I have not mentioned in my W.S the number of driving licence. I have not filed any paper regarding membership of the union. It is not a fact that I used to work as personal driver of the Bank. It is not a fact that my demand is not justified. It is not a fact that I have neither worked in New Bank of India and Punjab National Bank."

7. Main argument advanced on behalf of the concerned workman is that he used to work with the management as Driver in 1988 at Calcutta and he used to drive Ambassador Car No. WNF 8683. The car belongs to the Bank. The Petrol in the vehicle used to be supplied by Bank. The Bank also used to maintain Log Book. At that time Shri O. P. Kapoor who was D. R. M. of Regional Office, Calcutta of the Bank. He was Executive of the Bank. He used to ride on the car for execution of the job of Bank. Thereafter Shri O. N. Tuli joined as D. R.M. of Regional Office, Calcutta. Then the concerned workman was transferred at Regional Office, Patna and he worked under the then Regional Manager Sri S. K. Soni and B. K. Sachdeva as driver at Patna. He used to drive Car No. BR -1-C-2438. Car No. BR -1-C-2438 belongs to Bank. Accordingly the concerned workman has worked continuously more than three years from 1988 to 1993 under the direct supervision and control of Executives of the New Bank of India, and thus the concerned workman has completed more than 240 days in a year. In this respect Ld. Advocate for the management has argued that the concerned workman was driver of the Executive of the Bank in personal capacity. So he cannot be regularised by the Bank.

8. In this respect letter of the management dated 7-9-92 is very much important. By this letter Regional Manager, Patna has written letter for regularisation of the concerned workman on the ground that he has completed more than three years service as driver on 9-4-92 and is therefore entitled to be absorbed as Peon as per Bank's circular. This letter is marked as Ext. W-3. Through this letter dated 20-10-92 marked as Ext. W-4 it has been written by the Regional Manager, Regional office Patna to AGM (Personnel) for regularisation and absorption of the concerned workman as Peon on the basis of personal Driver to Sri V. K. Sachdeva, Regional Manager, Regional Office Patna. In this letter it has been mentioned there has been settlement between the management and All India New Bank of India Employees' Federation signed on 2-1-90. On this basis Regional Manager has written letter for regularisation of the concerned workman on the ground that he has completed three years of service as Driver on 9-4-92 and he should be absorbed as Peon as per Bank's circular under Reference. Again as per Ext. W-5 which is a letter dated 10-4-93 Regional Manager, Patna has written letter to the Dy. Gen. Manager (Personnel) New Bank of India, Head Office, New Delhi for regularisation and absorption of the concerned workman because he has completed three years of service on 9-4-92 and he should be absorbed as Peon as per Bank's circular. As per Ext. W-7 which is a circular letter dated 13-2-93 Bank has revised the ceiling of reimbursement of salary of Personnel Driver of the Executive from 1-1-1993 wherein it has been clearly mentioned that the drivers who are in the personal employment of executives their salary has been revised. It shows that the concerned workman's salary was revised as per Bank's Circular and it shows that revised pay as per Bank's Circular has been credited in the concerned workman's Account No. S/114 marked as Ext. W-5 (A). Again as per Ext. W-6(A) which is a letter dated 29-3-1993 by Dy. G. M. (Personnel) it shows that personal drivers employed by Executives has been allowed reimbursement of three sets of uniform once in two years upto maximum Rs. 900 inclusive of stitching and tailoring charges. This shows that the concerned workman being personal driver of executive was also allowed reimbursement of three sets of uniform once in two years upto maximum of Rs. 900 inclusive of stitching and tailoring charges as per above Bank's Circular.

9. It has been argued on behalf of the concerned workman that Bank has violated its own circular. Argument advanced on behalf of the management is not tenable on the ground that such circulars cannot be enforced in favour of the concerned workman. The settlement dated 2-1-90 which has been entered into between the management of New Bank of India and All India New Bank of India Employees' Federation regarding absorption of the personnel drivers attached to the executive on the regular service of the Bank is very important. It is marked as Ext. W-6. It clearly mentions as follows :-

"ABSORPTION OF DRIVERS ATTACHED WITH THE EXECUTIVE OF THE BANK IN REGULAR SERVICE OF THE BANK

In partial modification of Clause 10 of the Settlement dated 6-6-1987 the Bank shall absorb, as regular employees in the subordinate cadre whose drivers engaged by the executives of the Bank, who fulfil the following conditions :

The concerned personal driver must have been working in the personal employment of an executive of the Bank and he should have worked for a minimum aggregate period of three years with one or more executives."

The concerned workman has given application for his absorption as Peon which is marked as Ext.W-7(A). As per evidence and document it shows that there is relationship of workman and management with the concerned workman because salary is paid by the Bank. Bank has supplied uniform to the concerned workman as per the Bank's own circular. So there is clear relationship of employer and employee between the concerned workman and management.

10. Management has referred to a decision reported in 2009 (1) LJLR page-30 wherein their Lordship of the Hon'ble High Court has held the following :—

"Labour and Industrial Laws - Regularization - Relationship of employer and employee not proved- workmen engaged by intermediary- contractor cannot be allowed to claim regularisation with the company -award directing for regularisation set aside by Single Judge -Appeal cannot be entertained. "

The facts of the above case is quite different that the facts of the present case. So it is not of any help to the management.

11. In rebuttal the workman side has also referred to a decision reported in 2005 Supreme Court Cases (L&S) page 963 wherein their Lordships of the Hon'ble Supreme Court has held the following :—

"Employer-employee relationship -onus and degree of proof of employment- Held, onus of proof that a claimant was in employment of a management primarily lies on person who claims to be a workman- Degree of proof so required would however vary from case to case - In the instant case, respondent workman having established prima facie case that he was a workman and appellant management not having taken care even to rebut the same with any evidence, held, question of workman further proving his case did not arise - Hence even though respondent had no letter of appointment, appellant employer having failed to rebut the case that respondent established as to his having worked more than 240 days in a year, workman entitled to reinstatement with back wages- Appeal dismissed with costs- Industrial Disputes Act, 1947 -Ss-25-F and 11- Burden of proof - Onus and degree of proof- Evidence Act, 1872—Ss. 101 to 103.

Chronological list of cases cited :

1. (2004) 8 SCC 246 : 2004 SCC (L & S) 1092, M. P. Electricity Board v. Hariram 965C, 966.
2. (2002) 3 SCC 25: 2002 SCC (L & S) 367, Range Forest Officer v. S. T. Hadimani.
3. (1978) 2 SCC 358: 1978 SCC (L & S) 353, Punjab National Bank v. Ghulam Dastagir.

12. In view of the facts, evidence and ruling discussed above I find merit in the claim of the concerned workman and, accordingly, I hold the following :

1. The action of the management of Punjab National Bank in terminating the services of Sh. Satish Kumar Tiwary whose services were utilized as a driver by an Executive of the erstwhile New Bank of India is not justified and is not legal. Consequently, the concerned workman is entitled for reinstatement with all benefits from the date of his termination.

And

The disputant i.e. the concerned workman, Satish Kumar Tewary is entitled to regularization of his services in terms of the memorandum of settlement dated 2-1-1990 entered between the management of erstwhile New Bank of India and All India New Bank of India Employees' Federation in this regard.

Management is directed to implement the Award within three months from the date of its publication in the Gazette of India in the light of the observation made above.

H. M. SINGH, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2009

का.आ. 3379.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम (कोचिन) के पंचाट (संदर्भ संख्या 18/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2009 को प्राप्त हुआ था।

[सं. एल-12012/102/2006-आईआर (बी-11)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S.O. 3379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2007) of the Central Government Industrial Tribunal, Ernakulam (Cochin) now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 19-11-2009.

[No. L-12012/102/2006-IR (B-II)]

U. S. PANDEY, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM****Present :** Shri P. L. Norbert, B.A., LLB., Presiding Officer

(Monday the 9th day of November, 2009/18th Kartika, 1931)

I. D. No. 18/2007

Workman : Shri K. V. Gokuldas,
Kizhakkuveetil House,
Thoduvatti, Puthenkunnu P. O.,
Sulthanbathery-673 592.
(in person)

Management : The Regional Manager,
Punjab National Bank,
Regional Office,
Govindapuram, Calicut.
(in person)

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of M/s. Punjab National Bank in dismissing Shri K. V. Gokuldas on the alleged charge of misappropriation of its depositors money is fair and justifiable? If not, what relief he is entitled to?"

2. The facts of the case in brief are as follows :—
The workman Sri. K. V. Gokuldas entered service of Nedungadi Bank as Peon in the year 1982. He was promoted as Clerk in 1997. The Nedungadi Bank was amalgamated with Punjab National Bank in the year 2003. Thus the workman was absorbed in Punjab National Bank and was posted as Head Cashier in Sulthan Bathery Branch. While so, he was placed under suspension on 24-4-2004 on the allegation that he had misappropriated money of various customers by not entering the deposits in the books of account in some cases and by crediting certain amounts at later dates in some other cases. Thereafter, he was served with a charge sheet and an enquiry was conducted. He was found guilty and was dismissed from service. Though he filed an appeal he did not succeed. Hence the dispute was raised by the workman.

3. According to the workman there is no positive evidence in proof of the charges. The findings are entered on the basis of surmises and conjectures. The workman was denied opportunity to adduce defence evidence. No defence witnesses were allowed to be examined. All the documents summoned from the custody of the management were not produced. The punishment is illegal, unjust and harsh. The Enquiry Officer was biased against the workman. The workman is entitled to be reinstated with all consequential benefits.

4. According to the management the workman was given sufficient opportunity to defend and adduce defence evidence. The Enquiry Officer conducted the enquiry fully in compliance with the principles of natural justice. The defence witnesses were summoned to appear and give evidence. But none of them turned up. The documents called for were produced by the management. The workman had committed serious misconduct of misappropriation of money of customers. Hence he was dismissed from service. The punishment is in no way disproportionate. The punishment was imposed after hearing the workman. There is no illegality in imposing the punishment. There is no reason to set aside either the findings or the punishment.

5. In the light of the above contentions the following points arise for consideration :—

1. Is the enquiry valid ?
2. Are the finding sustainable ?
3. Is the punishment proper ?

6. The evidence consists of the oral testimony of the Enquiry Officer, MW1 and the enquiry file Ext. M1.

7. Point No.1 :- The validity of enquiry was considered as a preliminary issue and an order was passed on 27-7-2009 holding that the enquiry is vitiated for violation of the principles of natural Justice.

8. Point Nos. 2 & 3 :- Since the enquiry is found to be invalid there is no evidence on record in support of the charges. Though the management was given sufficient opportunity to adduce evidence and substantiate the charges afresh before this court, no steps were taken in that regard by the management. Besides they submitted that they have no further evidence. The resultant position is that there is absolutely no evidence at all in support of the charges against the workman. The findings recorded by the Enquiry Officer are no more valid in view of the preliminary order. This court is also unable to record a finding one way or other for want of any evidence. It follows, therefore, that the workman is to be exonerated from all the charges. It is needless to say the punishment also cannot stand as there is no finding against the workman.

In the result an award is passed finding that the action of the management in dismissing the workman Sri K. V. Gokuldas from service is illegal and unjust and he is entitled to be reinstated with all consequential benefits.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of November, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the workman : Nil
Witness for the management :
 MW1- 29-06-2009- R. Rajaram.
Exhibit for the workman: Nil
Exhibit for the management :
 M1- Enquiry File.

नई दिल्ली, 19 नवम्बर, 2009

का.आ. 3380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 103/99 को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-11-2009 को प्राप्त हुआ था।

[सं. एल-12011/51/98-आईआर (बी-II)]

यू. एस. पाण्डेय, अनुभाग अधिकारी

New Delhi, the 19th November, 2009

S.O. 3380.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/99) of the Central Government Industrial Tribunal cum Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Bank of India and their workman, which was received by the Central Government on 19-11-2009.

[No. L-12011/51/98-IR (B-II)]

U. S. PANDAY, Section Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
 PRESIDING OFFICER, CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
 CHANDIGARH.**

Case No. I. D. 103 of 99

The President, New Bank of India Employees Union (NZ),
 EG-810-A, Mohalla Gobindgarh, Jalandhar City.

....Applicant

Versus

The Regional Manager, PNB Region-B, SCO 119-120,
 Sector-17-B, Chandigarh.

...Respondent

APPEARANCES

For the workman : Sh. D. P. Tonk
 For the management : Sh. N. K. Zakhmi

AWARD

Passed on 9-11-2009

The Government of India, Ministry of Labour, vide Notification No. L-12011/51/98-IR (B-II), dated 19th April, 1999, referred the following industrial dispute for adjudication to this Tribunal.

"Whether the action of the management of Punjab National Bank, Regional Office, Region-B, Chandigarh in discontinuing w.e.f. Sep. 1993, the payment of dearness allowance increase in the special pay allowance of Rs. 13 and Rs. 7 payable to the employees of the erstwhile New Bank of India, who became employees of the Punjab National Bank after its amalgamation with the Punjab National Bank without any notice of change is just and legal? If not, to what relief such affected workmen are entitled to?"

2. Learned legal representative of workman appeared and made the statement that he withdraw the present reference reserving his right to raise fresh industrial dispute if required in future to which the learned counsel for the management have no objection.

3. In view of the above statement of the representative of the workman, the present reference is returned to the Central Government as withdrawn with a right to raise the fresh industrial dispute if required in future. Central Government be informed. File be consigned.

Chandigarh

9-11-09

G. K. SHARMA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3381.—जबकि मैसर्स करम चन्द थापर एण्ड ब्रादर्स (कोल सेल्स) लि. [कोलकाता क्षेत्र में कोड संख्या डब्ल्यूबी/5492 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 30-4-1962 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/27/2009-एस. एस.-11]

एस. डी. जेबियर, अवर सचिव

New Delhi, the 26th November, 2009

S.O. 3381.—Whereas M/s. Karam Chand Thapar & Bros. (Coal Sales) Ltd. [under Code No. WB/5492 in Kolkata Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 30-4-1962 until further notification.

[No. S-35015/27/2009-S. S. II]
S. D. XAVIER, Under Secy.

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3382.—जबकि मैसर्स स्पिनटेक्स प्राईवेट प्रा. लि. [दिल्ली (उत्तर) क्षेत्र में कोड संख्या डीएल/6549 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-11-1984 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/75/2009-एस. एस.-II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th November, 2009

S.O. 3382.—Whereas M/s. Spintex Private Ltd. [under Code No. DL/6549 in Delhi (North Region)] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-11-1984 until further notification.

[No. S-35015/75/2009-S. S. II]
S. D. XAVIER, Under Secy.

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3383.—जबकि मैसर्स पीईसी लि. [दिल्ली (उत्तर) क्षेत्र में कोड संख्या डीएल/4248 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-8-1978 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/85/2009-एस. एस.-II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th November, 2009

S.O. 3383.—Whereas M/s. PEC Ltd. [under Code No. DL/4248 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-8-1978 until further notification.

[No. S-35015/85/2009-S. S.-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3384.—जबकि मैसर्स भारतीय विद्या भवन [मुंबई क्षेत्र में कोड संख्या एमएच/27670 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-8-1982 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/18/2000-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th November, 2009

S.O. 3384.—Whereas M/s. Bharatiya Vidya Bhavan [under Code No. MH/27670 in Mumbai Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-8-1982 until further notification.

[No. S-35015/18/2000-S. S. II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 26 नवम्बर, 2009

का.आ. 3385.—जबकि मैसर्स सेन्टर फॉर वूमेन्स डेव्लपमेंट स्टडीज [दिल्ली (उत्तर) क्षेत्र में कोड संख्या डीएल/9914 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-2-1994 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/82/2009-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 26th November, 2009

S.O. 3385.—Whereas M/s. Centre for Women's Development Studies [under Code No. DL/9914 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-2-1994 until further notification.

[No. S-35015/82/2009-S.S. II]
S. D. XAVIER, Under Secy.

नई दिल्ली, 27 नवम्बर, 2009

का.अ. 3386.—जबकि मैसर्स सेन्ट्रल इंस्टीट्यूट ऑफ प्लास्टिक इंजीनियरिंग एण्ड टेक्नालॉजी [तमिलनाडु क्षेत्र में कोड संख्या टीएन/14694 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कम

हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त उक्त प्रतिष्ठान के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-8-1982 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/6/2001-एस. एस.- II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 27th November, 2009

S.O. 3386.—Whereas M/s. Central Institute of Plastics Engineering & Technology, [under Code No. TN/14694 in Tamil Nadu Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-8-1982 until further notification.

[No. S-35015/6/2001-S.S. II]
S. D. XAVIER, Under Secy.